The Solicitors' Journal.

LONDON, AUGUST 2, 1884.

CURRENT TOPICS.

MR. REGISTRAR CARRINGTON and Mr. Registrar PUGH will act as Chancery Registrars during the Long Vacation.

IT IS UNDERSTOOD that the Assistant Paymaster-General is overwhelmed with letters of inquiry respecting dormant funds in Chancery, in consequence of the issue of the new list in the *London Gazette*. The largest number of letters on the subject come from the American continent, but many are received from British colonies in all parts of the world.

THE VACATION JUDGES, Mr. Justice CHITTY and Mr. Justice WILLS, had not, up to the time of our going to press, settled the details of the usual Vacation notice. It has been arranged that Mr. Justice WILLS shall take the early part of the Long Vacation, but we believe that no decision has yet been come to as to whether the sittings shall be in court or in chambers. It is very much to be hoped that the precedent set last Long Vacation will not be followed, and that the sittings in the ensuing Vacation will be held in the court of Mr. Justice CHITTY. It is probable that the first day of the sittings will be the 20th of August.

AS THE VACATION comes near, it becomes more and more apparent that the work of the judges of the Chancery Division is approaching a condition which will shortly produce a block more serious than has ever previously existed. Mr. Justice CHITTY's business has been hopelessly delayed by the hearing of a very heavy application, *In re The Mutual Society*. Mr. Justice PEARSON has on several days begun his work in court half-an-hour earlier than usual, in order, if possible, to overtake the business before him; and the lists of adjourned summonses from all the chambers present a formidable array. It is obvious that, when the courts rise on the 12th inst. for the Vacation, there will be a great arrear of business left to stand over until October.

THE COURT OF APPEAL, in two cases of *In re Carthew* and *In re Paull*, which will be found reported elsewhere, have adopted an excessively technical construction of section 37 of the Solicitors Act, 1843. In the first-mentioned case a solicitor had delivered a bill of items amounting to £83 3s. 4d., but added to the bill the words "say £78," appending his signature below; and in a cash account between himself and his clients he credited himself with £78 only as retained for costs. On taxation, the bill was reduced to £66 13s. 3d., and the question then arose who should pay the costs of the taxation. If the bill was to be taken as delivered for £78, less than one-sixth would have been taxed off, and the applicant would, of course, have to pay the costs of taxation. The taxing master and Mr. Justice CHITTY both adopted the view that the bill was delivered for £78, but the Court of Appeal construed the words "say £78" as meaning, "if you are willing to pay £78 without any question, I will accept it in satisfaction of my bill; if not, I will insist on the full amount." How the court discovered this astonishing amplification, and alteration of the meaning, of words perfectly well understood by any business man, we are at a loss to conceive. The meaning is surely, "Although I am entitled to £83 3s. 4d., I only claim £78;" in other words, the solicitor voluntarily abandons the difference between those two sums. Why, then, should he be held to have delivered a bill for the larger amount? The Court of Appeal answer, Because the statute says that if the bill, when taxed, is less by a sixth than the *bill delivered*, the solicitor shall pay the costs of the taxation, and no bill was delivered as to the £78. Really this is splitting hairs. There was in fact a bill delivered, and in respect of such bill the solicitor claimed £78 only. What can be the practical difference between taking out an item of £5 and deducting £5 from the total amount of the bill? A more important question, however, was raised in *In re Paull*, as to whether R. S. C., 1883, ord. 65, r. 1, which provides that "the costs of, and incident to, all proceedings in the Supreme Court shall be in the discretion of the court," has so far abrogated the rule as to costs of a taxation established by the Act of 1843 as to give the court a discretion in all cases. The Court of Appeal appear to have expressly abstained from deciding this point; but it is to be observed that in *In re Carthew*, where there was no special certificate of circumstances by the taxing master giving the court a discretion under the proviso in section 37 of the Act of 1843, the court seem to have considered that they had no discretion. They would, therefore, seem, while disavowing any intention of deciding the important question above mentioned, to have in effect decided it.

WE PUBLISH, with considerable regret, a correspondence which has recently passed between an eminent leader of the Common Law Bar and a firm of solicitors of high standing with reference to the question of refreshers. We do so on the ground of the importance to both branches of the profession of arriving at some understanding as to the course to be pursued with reference to this matter. It is plain that, since no refreshers beyond the amounts specified in R. S. C., ord. 65, r. 27 (48), will be allowed on taxation, no solicitor can exceed those amounts without the authority of his client. On the other hand, it is clearly open to any counsel to refuse to appear without a guarantee of refreshers on the former scale. The difficulty arises where a case has been conducted without any express or implied agreement on the subject. In such a case it is natural enough that eminent counsel should expect refreshers on the scale to which they have been accustomed, and we do not understand the solicitors, in the correspondence referred to, to deny that, in cases where counsel have been present at the hearing, and have taken the burden of the conduct of a case, this expectation is reasonable and ought to be fulfilled. What the solicitors say is that, the extra allowance being voluntary on the part of the client, the client is entitled to take into consideration the circumstance whether the counsel has or has not substantially conducted the case in court, and if he has not there is no moral claim to the extra allowance. We know nothing of the facts of the case referred to in the correspondence beyond what appears therein, and we do not mean, in what follows, to express any opinion one way or the other upon it; but we think that, when looked at from one point of view, the general principle involved in the contention of the solicitors is one which, in the interest of both branches of the profession, it is desirable to have established. We are fully aware of the impossibility of a counsel in large practice, even with the best intentions, meeting all his engagements, and of the influence of custom in rendering even high-minded men somewhat callous to the serious grievance to suitors involved in the practice of undertaking cases and then leaving them. But we do say, as we have said before, that there is need of more conscientious strictness in this respect, and we think that any rule which tends to encourage this ought to be supported by both branches of the profession.

A GOOD DEAL of complaint and friction appears to have been caused by some of the new circuit arrangements. When they first came out we were, we must admit, disposed to think that the

general scheme was tolerably satisfactory, but we indicated even then the possibility of a result which since appears to have made itself felt at many places. We anticipated that the new system of sending only one judge to most of the towns would give rise to difficulties in the event of those periods of exceptional pressure of business which from time to time occur even at the smaller places. But it should be observed that the difficulty arising from unexpected pressure of business has not been confined to the one-judge places. At Nottingham and Derby, for instance, on the Midland Circuit—both two-judge places—the time allowed proved insufficient. The sudden death of a judge at the former place, of course, created additional difficulty; but even if that sad occurrence had not taken place, it would, we believe, have been impossible to dispose of the cause list in the time allotted. The truth is, as we have on previous occasions observed, the difficulty is one which must from time to time necessarily arise under the present system of holding an assize in each county at the winter and summer assizes. It may conceivably be aggravated occasionally by the one-judge arrangements, but it existed under the old system. In dealing with a number of places where the business is comparatively small, as in the case of agricultural county towns, or even where it is not very great, as in the case of moderate-sized manufacturing towns, it is very difficult to fix the amount of time to be given to each place so as to avoid the possibility of waste of time, on the one hand, and of there being too little time, on the other; because the fluctuations are large relatively to the amount of business. Of course, in some places the business is always so small that a day or two is always enough, and so there is not much difficulty; but—to take, for instance, the circuit we have already mentioned—in counties like Notts, Derbyshire, and Leicestershire, where there is a considerable manufacturing element, though not so great as in Lancashire or the West Riding, and in a very large rural county, like Lincolnshire, the number of causes and prisoners fluctuates very considerably. There may be sometimes only six or seven causes, some of which are ultimately settled and the others are not heavy, or there may be sometimes from seventeen to twenty causes, most of them long fighting cases. There may be six or seven little sessions cases in the Crown Court, or a heavy calendar with one or more murders in it. It is not easy to ascertain beforehand how much civil work there will be, and, as far as we can make out, the allotment of the period is rather a matter of guess-work and traditional experience than dependent on any very accurate estimate of the business to be done, such estimate being, as we have said, impossible. The result is, every now and then, a most unsatisfactory scramble. We have known an occasion on which no less than four criminal courts have had to sit simultaneously at assizes, two being presided over by such stray Queen's Counsel as might be disengaged and could be captured for this purpose to dispose of the business. We have known of cases where a dozen or more causes out of, say, eighteen, originally entered, remained untried on the last day of the assizes, and had to be disposed of in two or three hours by enforced settlements, references, or in some other way than by trial. On the other hand, it has not unfrequently happened that, a fairly adequate period being allowed for the estimated business at a rural place, it has all collapsed on the first day, leaving three or four days of judicial time to run to waste.

It seems to us that this difficulty would be remedied to a great extent by grouping places, as is done at the spring and autumn criminal assizes. The greater the district the more possible it would be to strike an average of the amount of work. This principle is so obvious that it is hardly worth while to illustrate it. Guessing at the number of causes that a small district will produce at a particular assize is like insuring the lives of a few men. If two or three counties were grouped the probability would be greater that on the occasions when the work was heavy in one county it would be lighter in the other. Again, it seems to us that, practically speaking, there is an economy of time in dealing with business in one large quantity at one place, as compared with dealing with it in several small quantities at several places. There are, however, various countervailing considerations. One obstacle to grouping is that it would excite jealousy among the counties, since every county would resist its extinction as an assize county. But possibly this difficulty might be met by alternating the assizes among the different counties as is done at the by-assizes. There are other and still more substantial obstacles to our mind—viz., the inconvenience and expense occasioned to suitors, witnesses, and others having to travel further to the assize town of a foreign county. These are all matters to be weighed. It is not our object at present to put forward any particular panacea. The besetting sin of the law reformers of the present day is, to our mind, their utopian confidence in the power of overcoming difficulties inherent in the nature of things by mere changes of mechanism. Economy of judicial time is no doubt very desirable, but we doubt the possibility of devising any scheme by which every moment of judicial time shall be utilized without involving also the result that the judicial power will be insufficient. Emergencies and exceptional pressures must always occur in every department of human industry. If you have a sufficient staff to deal in an entirely satisfactory way with such periods of pressure, the necessary result will be that at ordinary periods their time will not be entirely occupied. On the other hand, if you so arrange that in ordinary periods every moment of their time is fully occupied, at a period of pressure there will be great difficulty in preventing a breakdown. The only practical course is to strike an average and leave a reasonable margin. Again, rapid dispatch of legal business is no doubt most desirable, but no machinery that can ever be devised will, in our opinion, bring about an entirely equable rapidity of such dispatch of business. In the nature of things, and with regard to all business, there are at times accumulations which have to be overcome as best they may. If we had such a judicial staff as entirely to prevent all such accumulations we believe that half their time they would have nothing to do.

A REMARKABLE INSTANCE of rapid legislation is afforded by the Bill to amend the law relating to building societies, practically reversing the decision in the House of Lords in *Municipal Permanent Investment Building Society* v. *Kent* (32 W. R. 681), on which we commented *ante*, p. 574, the practical effect of which was that, where the rules of an incorporated building society provide for the reference of disputes to arbitration, the society cannot enforce their mortgage securities otherwise than by sale or a reference under the Building Societies Act, 1874. The Bill was introduced by the Lord Chancellor in the House of Lords on July 11; was read a third time in the House of Commons on Monday last, and now only awaits the Royal assent.

In a discussion which arose at the Derby Assizes on Tuesday as to the course of business, Mr. Justice Lopes complained of the arbitrary manner in which the circuit fixtures had been made, without any inquiries as to the probable amount of business. Formerly, he remarked, the principal counsel on the circuit had always been consulted with a view to the appointment of commission days; now a different system had been adopted, with the result that there was only half enough time at Derby to get through the business in comfort.

In the House of Commons on the 24th inst., Mr. H. Fowler called attention to a return recently made of the number of days on which each individual county court judge sat. There were, roughly speaking, 305 working days in the year, and excluding the liberal allowance of 12 weeks' holiday, there remained 233 days available for work. The average number of days' work done by judges of the High Court was 200. The judges of the Court of Appeal sat 193 days, and this was in addition to the very considerable amount of labour which was entailed upon them in preparing judgments and reading papers. On the other hand, only one of the county court judges sat 187 days, one 186 days, another 184, and another 181. Two judges actually sat less than 100 days, one 93, and the other 99. Ten sat 120 days, 27 from 120 to 150, 10 from 160 to 170, and one 170 days. It had been urged that time was occupied in travelling to and from their work, but in his view a county court judge should reside in his locality, and if he did not, the time he occupied in travelling there ought not to be deducted from the working hours to which the public were entitled. He thought that the time had come for considering this question either for the purpose of regrouping the work of county court judges or of increasing it. The Solicitor-General remarked that the question was one which deserved serious consideration. Every one would agree that it was desirable, as far as possible, to distribute the districts so as fairly to occupy the time of the judges. He was certain that it would be felt that the question of regrouping the districts was one of considerable difficulty, as it could hardly be carried out until there was a change of the judge in the district. He could, however, assure the hon. member for Wolverhampton that the Lord Chancellor had a scheme under consideration with regard to several county courts districts near the metropolis, which it was hoped would lead to a saving of time and expense.

THE NEW SETTLED LAND ACT.

Copies of this Act may now be obtained from the Queen's printer; and our readers are likely to be anxious to make themselves acquainted with its details. The first three sections are merely formal. The 4th section only enacts that a fine received on the grant of a lease under the statutory power shall be deemed to be capital money. This ought not to have been omitted from the Act of 1882; but since it was in fact omitted, we should hardly have thought it worth insertion in the new Act. There seems to be very little probability that any judge would hold a fine so taken to be income, and a doubt may arise whether some more useful occupant might not have been found for the space which is taken up by this section.

The next five sections—namely, sections 5—9 inclusive—are all highly important, and will require the careful attention of our readers. The first of these is as follows:—

"5. (1.) The notice required by section forty-five of the Act of 1882 of intention to make a sale, exchange, partition, or lease may be notice of a general intention in that behalf.

"(2.) The tenant for life is, upon request by a trustee of the settlement, to furnish to him such particulars and information as may reasonably be required by him from time to time with reference to sales, exchanges, partitions, or leases effected, or in progress, or immediately intended.

"(3.) Any trustee, by writing under his hand, may waive notice either in any particular case, or generally, and may accept less than one month's notice.

"(4.) This section applies to a notice given before, as well as to a notice given after, the passing of this Act.

"(5.) Provided that a notice, to the sufficiency of which objection has been taken before the passing of this Act, is not made sufficient by virtue of this Act."

The reader will remember that Mr. Justice Pearson, in *In re Ray's Trusts* (32 W. R. 458, L. R. 25 Ch. D. 464), held, contrary to the opinion of Messrs. Wolstenholme and Turner, that the notices of a sale, exchange, partition, lease, mortgage, or charge, which are required to be given by section 45 of the Act of 1882, must be notices "of a specific intention to sell the whole or part of a particular estate in a specified way." There was little prospect that his lordship's decision would be reversed upon the language of the old Act; and, therefore, it seems to have been thought necessary, by the powers which have the direction of these matters in their hands, to abolish that decision by Act of Parliament. The practical result will be, that forms purporting to give general notice of an intention to exercise the statutory powers, whenever and however the tenant for life may choose, will be drawn up by conveyancers, and will be sent out, as a matter of course, to the trustees by the solicitor for the tenant for life upon his coming into the estate. It is a mere mockery to call such a thing as this a notice of anything at all; and its only effect will be to transfer the costs of a meaningless formality from the pocket of the tenant for life to the pocket of his solicitor. But as this small fine will be payable only once in a lifetime, it constitutes no very great hardship, though the existence of the formality which it is paid to keep up is rather absurd.

If this enactment had been confined to the case of leases, or, if the obligation to give the statutory notices had been abolished in the case of leases, we should have thought the enactment a reasonable one. The trouble and expense of constantly issuing such notices in the management of a large estate, consisting principally of house property, constitute an almost intolerable burden. Moreover, the tenant for life is seriously concerned to see that leases are made at as good a rent as can be got; for he is the first sufferer if they are not. There seems to be little risk lest fines should be taken surreptitiously; for the lessee paying a fine cannot obtain a valid receipt for it unless it is paid either into court or to the trustees of the settlement. But in the case of sales, exchanges, &c. (except, perhaps, on a building estate), there is by no means the same pressing necessity for allowing the tenant for life to act upon his own responsibility; and since the Legislature has thought fit to appoint him to be a sort of statutory manager of other people's property, we doubt whether the precaution of publicity ought to have been relaxed further than is made necessary by the nature of the property to be managed.

The next sub-section to some extent introduces a remedy for this relaxation, by enabling any trustee to inquire into what is going on. No doubt this provision is of value; and in the case of leases it seems judiciously to strike the mean between hampering the management of house property with too many restrictions, and giving too great latitude to the tenant for life in his dealings with what does not wholly belong to him.

Sub-section (3) is ambiguous in its language. It might mean either that a single trustee may waive the need for all the notices, or merely that he may waive the giving of notice to himself, leaving the other trustees to follow his example or not, as they may choose. It is really an extraordinary circumstance that a man of Lord Cairns' intellectual eminence, after so great a past experience of the mischief wrought by loosely expressed Acts of Parliament, should not have thought it worth his while to say with indisputable clearness what he means upon a matter of so much importance. We must decline to attempt to solve the question which he has left open. We may also remark that the present provision contains no express mention of the notice to "the solicitor for the trustees, if any such solicitor is known to the tenant for life," which is prescribed by section 45 of the Act; and a doubt may arise whether, if all the trustees should waive notice, this will imply a waiver of the notice to their solicitor.

The subject next dealt with is the consent of the tenant for life to the exercise by the trustees of powers conferred upon them by the settlement:—

"6. (1.) In the case of a settlement within the meaning of section sixty-three of the Act of 1882, any consent not required by the terms of the settlement is not by force of anything contained in that Act to be deemed necessary to enable the trustees of the settlement, or any other person, to execute [*sic*] any of the trusts or powers created by the settlement.

"(2.) In the case of every other settlement, not within the meaning of section sixty-three of the Act of 1882, where two or more persons together constitute the tenant for life for the purposes of that Act, then, notwithstanding anything contained in sub-section (2) of section fifty-six of that Act, requiring the consent of all those persons, the consent of one only of those persons is by force of that section to be deemed necessary to the exercise by the trustees of the settlement, or by any other person, of any power conferred by the settlement exerciseable for any purpose provided for in that Act.

"(3.) This section applies to dealings before, as well as after, the passing of this Act."

The reader will remember that section 56, sub-section (2), of the old Act provides that the consent of the tenant for life shall be necessary to the exercise by the trustees, or any other person, of any power conferred by the settlement exerciseable for any purpose provided for in the Act; while section 63 provides that land given upon trust for sale shall be settled land within the meaning of the Act. These last-mentioned enactments have both been found inconvenient in practice. The object of the former was to prevent possible clashing between the tenant for life and the trustees in the exercise of like powers. But, in some cases, where the tenant for life consists of several persons concurrently entitled, and where nothing could be done without the concurrence of all of them, either in exercising the statutory powers, or in consenting to the exercise by the trustees of their powers under the settlement, the effect of the Act was to make dealing with the land much more difficult than it would have been if the Act had never been passed. This inconvenience seems to be very well remedied by the above-cited section 6, sub-section (2), of the new Act, which prevents clashing without placing any great difficulty in the way of the exercise of powers given by the settlement.

The inconvenience of the Act's working under the provisions of section 63, with regard to land given in trust for sale, was still greater. That section, which was not included in the Bill as introduced by Lord Cairns, constituted nothing less than an intolerable nuisance, crying aloud for abatement. It must, at the same time, be admitted that, without some provision for bringing land given in trust for sale within the scope of the Act, there was reason to doubt whether the Act would have much effect beyond introducing sundry changes into the framework of settlements. At length, in *Taylor* v. *Poncia* (32 W. R. 335)—a case in which the nuisance was more than usually conspicuous—Mr. Justice Pearson boldly held that the Act had not intended to make the consent of the tenant for life necessary to the exercise of an absolute trust for sale by the trustees. This decision was recommended much more clearly by its convenience than by any obsequious attention to the Act's language; and we believe the opinion to have been very commonly entertained that it could not safely be relied upon. The present Act has come to its rescue, partly by the provisions of section 6, sub-section (1), above cited,

and partly by the provisions of section 7. The last-mentioned provisions do not require to be cited in full. They import generally that statutory powers arising by virtue of section 63 of the old Act may not be exercised without the leave of the court, and that the court may authorize their exercise by a person to be specified by the court.

The last section of the Act is an attempt (we wish we could say that we thought it an entirely successful one) to remedy one of the most remarkable oversights in the old Act. The reader will remember that, by section 58, sub-section (1) (viii.), the statutory powers of the Act are conferred upon a tenant by the curtesy, while his estate is in possession. Critics have objected that tenancy by the curtesy arises either by the common law or by special custom, and not under any "instrument." So that, in the case of a tenant by the curtesy, since there is no instrument, there cannot possibly be any land "comprised therein" within the meaning of sub-section (2) of the same section. Messrs. Wolstenholme and Turner have suggested in their commentary, apparently in reply to this criticism, that, "where the wife takes the fee under a conveyance or will, that would be the settlement within the definition of settlement: section 2 (1). It is clearly," they observe, "an instrument 'by virtue of which' the land stands settled on the husband and wife and her heir-at-law by way of succession." Other commentators, however, have observed that there is no more reason for saying that land conveyed or devised to the wife in fee simple is settled on the husband and wife and the wife's heir-at-law by way of succession than for saying that any other land conveyed in fee simple is settled by way of succession upon the successive owners coming in under the fee. In fact, the ingenious suggestion of Messrs. Wolstenholme and Turner amounts to saying that every conveyance in fee simple is a settlement. Lord Cairns seems to have felt the force of these objections. Section 8 of the new Act is as follows:—

"8. For the purposes of the Act of 1882 the estate of a tenant by the curtesy is to be deemed an estate arising under a settlement made by his wife."

This enactment, no doubt, removes such difficulty as was involved in the non-existence of anything applicable to the case of a tenant by the curtesy which could be called a settlement. Whether it contains within itself the germs of any other difficulty is a question upon which we may, perhaps, enter on some other occasion.

THE RULE AGAINST PERPETUITIES AND THE DOCTRINE OF ELECTION.

It is well established that when property subject to a power of appointment is given to a person who is not an object of the power, and other benefits are bestowed on the persons entitled in default of appointment, the latter are put to their election, and, if they accept the benefits, they must convey the estate according to the appointment: Sugden on Powers, 578; *Whistler* v. *Webster* (2 Ves. jun. 367). This principle seems to have been modified in the recent case of *Re Warren's Trusts* (32 W. R. 641, L. R. 26 Ch. D. 208) in a manner which is worthy of remark. It appears to have been there decided that if the persons to whom the property is appointed are objects of the power, but cannot take, *by virtue of an appointment*, on account of the rule against perpetuities, no case of election arises, the clause of gift being struck out of the will for all purposes. This places objects of the power who are outside the limits of time at a disadvantage relatively to mere strangers to the power; and, in our opinion, the propriety of such a distinction is somewhat questionable.

We shall presently examine this decision in detail, but we must, in the first place, give a brief outline of the facts of the case. By the marriage settlement of Mr. and Mrs. Warren, dated March 3, 1829, certain funds were vested in trustees upon trust, after the deaths of the husband and wife, for the issue of the intended marriage, if more than one, in such shares and proportions, and to be paid to them at such time and times as the husband should by deed or will appoint; and for want of such appointment by the husband, then in such shares and proportions as the wife should by deed or will appoint; and for want of such appointment by the husband or wife, then upon trust for the use and benefit of the issue of the intended marriage, if more than one, in equal shares and proportions, the *son or sons* to be entitled to his or their share or shares on attaining the age of twenty-one years, and the *daughter or daughters* on attaining their respective ages of twenty-one years, or day or days of marriage, whichever should first happen. Mr. Warren died in 1857 without having exercised his power of appointment. There were four children of the marriage, all of whom attained twenty-one, and one of whom, William A. Warren, died in 1880, leaving infant children. Mrs. Warren, by her will, dated April 19, 1881, purported to exercise the power conferred upon her by the settlement, and (*inter alia*) directed the trustees to pay to her son, L. S. Warren, for his life the income of a specified part of the settled funds, and, upon his death, to transfer the capital to his child or children who should attain twenty-one, and if more than one, in equal shares. She appointed other parts of the settled funds to her remaining children, and to the children of her deceased son; and gave to all of them considerable legacies out of her unsettled property.

The principal question in the case was whether the word "issue" might be differently construed in the several clauses of the settlement; and it was decided that in the power of appointment the word was to be read in its largest sense as including all descendants, while in the gift in default of appointment it was to be restricted to children. This construction had the effect of letting in the children of the deceased son as objects of the power, but did not give validity to the gift in favour of the children of the living son. That gift, being made to a class which could not be ascertained until the death of L. S. Warren (a person unborn at the date of the settlement), was void as an exercise of the power, because, being read as part of the instrument creating the power, it violated the rule against perpetuities. In one aspect, indeed, the class of children were not objects of the power at all. For, though "issue" includes descendants of all degrees, yet the term occurring in a power of appointment must be construed with an implied qualification that such descendants must be born within the proper limits of time. The direct appointment to the children of L. S. Warren being thus inoperative, it was endeavoured to sustain it through the indirect agency of the doctrine of election; but Mr. Justice Pearson declined to accede to the argument. His judgment, as reported, is as follows:—"How can there be any question of election? I must read the will as if the invalid appointment were not in it at all. The ordinary case of election is when a testator attempts to give by his will property which belongs to some one else. Such a gift is not *ex facie* void. In the present case it is the law which disappoints the appointee. The gift is void *ex facie*."

It is to be regretted that this interesting and difficult question did not receive fuller consideration at the hands of the learned judge; for the brief remarks which we have extracted fail, in our opinion, to do justice to the subject. If instead of simply regarding the void gift he had turned to the persons whom it was sought to put to their election, he might have found an answer to his remark, "How can there be any question of election?" For the testatrix attempted to give away property "belonging to some one else"—viz., the persons entitled in default of appointment; and conferred upon them benefits by her will. The doctrine of election rests entirely upon the intention of the testator, and raises a personal equity against the legatee who is put to election. A clause attempting to dispose of another person's property is, of course, void in all cases except as an indication of intention. The estate, if the election is in favour of the will, must be subsequently conveyed. Now, in the case under discussion, the clause giving the fund to the children of L. S. Warren was void because they were not objects of the power, or because they were outside the limits of perpetuity; but in either view it might have been read to ascertain the intention of the testatrix. For this statement we can give conclusive authority. In *Martin* v. *Martin* (14 W. R. 986, L. R. 2 Eq. 404) Sir W. P. Wood, V.C., said, "Words which the law will not allow to have operation may yet be used to explain the intention of the testator;" and in the case of *Heasman* v. *Pearse* (20 W. R. 271, L. R. 7 Ch. 275) the late Lord Justice James made the following observations:—"It is against the settled rules of construction to strike out any words from a will because they offend against the perpetuity rule. For all purposes of construction, the will must be read as if no such rule existed. Any dispositions which, so reading and construing it, are found to be the testator's wishes must be taken to be his wishes, and if those wishes offend

against the rule the gifts would fail, and must fail accordingly; but they are not the less part of his will, and to be resorted to as part of the context for all purposes of construction, as if no rule had been established." If Mr. Justice Pearson's attention had been drawn to this well-settled principle of construction, he would not have said, "I must read the will as if the invalid appointment were not in it at all," and he would probably have arrived at a different conclusion. For when we have ascertained from the void clause the intention of the testatrix, the application of the doctrine of election to the persons entitled in default of appointment seems to be unavoidable.

Perhaps the most conclusive proof of the unsoundness of the conclusion is furnished by the test of a hypothetical case. If, instead of appointing the property to her grandchildren, Mrs. Warren had given it to complete strangers, there can be no doubt that the persons entitled in default of appointment would have been bound to elect, and this whether the persons to whom it was given by Mrs. Warren's will were, as regards the settlement, outside the limit of perpetuity or not. It is difficult to see why strangers to the power should be in a better position than persons who might have been, in certain circumstances, objects of the power. Mr. Justice Pearson regarded the disposition in favour of the grandchildren as an appointment and nothing more; but, if he had treated it as a gift to persons who were strangers to the power, who claimed, not under the settlement, but by virtue of the personal obligation imposed by the doctrine of election, we fail to see how any question of perpetuity could have arisen.

In conclusion, we may observe that the policy of the law as to perpetuities would, in no sense, have been contravened by a different decision of this case. All that is required by that policy is that an absolute owner shall be ascertained within the proper limits; and, as the persons entitled in default of appointment were at liberty to reject the benefits of the will, there would have been in this case complete dispositive power by absolute owners on the death of the widow. The doctrine of election operates as an inducement to the owner to part with his property on advantageous terms, but does not infringe his rights over such property in the slightest particular. If he conforms to the provisions of the will, the persons to whom it is given take it, in a sense, as purchasers from the real owner, the bargain being made and the purchase-money provided by the testator, who raises the case of election.

LEGISLATION OF THE YEAR.

CONVERSION OF STOCK.

47 & 48 Vict. c. 23.—An Act for giving Facilities for the Conversion of Three per Cent. Stock into Stock of a Lower Denomination, and for other Purposes relating thereto. [3rd July, 1884.]

This Act does not come into force at once, and may possibly never come into force at all. The machinery for the conversion requires a warrant from the Treasury to set it going, and such warrant may be given at any time within two years from the passing of the Act, but not afterwards. The warrant may direct the creation of new 2¾ per cents. and/or additional 2½ per cents., which are not to be redeemable until 1905. The Treasury may also make arrangements for exchange into these newly-created stocks of existing Consols—3 per Cents. or Reduced—at a rate not exceeding 102 of 2¾ per cents., or 108 of 2½ per cents., for every £100 of such existing stocks. In addition to avoiding redemption for at least twenty years, the advantage of quarterly dividends is offered as an inducement to make the exchange. The most important provisions of the Act are those contained in section 6 in relation to the power of trustees and other fiduciary holders to make the exchange. This section divides such holders into four classes. First, there is the Paymaster-General, stock standing in whose name may be exchanged, in accordance with regulations to be made by the Treasury, "with the consent of the person to whom the dividends are for the time being payable, or, if any other person is entitled to or interested in the stock, or the dividends are being accumulated, then with the consent of the judge of the High Court to whose court the cause or matter to the credit of which the stock is standing is attached, or where the cause or matter is not so attached, then with the consent of any judge of the said court." Secondly, persons receiving such dividends as trustees, committees, or guardians, may give the consent required. Thirdly, stocks standing in the names of the official trustees of charitable funds may not be exchanged, except with the consent of *the trustees* administering the charity—an expression which, by itself, appears to include all the trustees, and could not, we think, be enlarged by the 12th section of the Charitable Trusts Act, 1869, empowering a majority to act; but the point is doubtful. Fourthly, trustee holders not previously dealt with by the Act, and not having express power to vary investments, may make exchange, with the consent, either of every person interested in the stock, or of a judge of the High Court. The mode of consent, or "assent," as it is, by an awkward variation of language, termed in section 7, is to be regulated by "arrangements" to be made by the Treasury, and such arrangements may dispense with consent by parties under disability. We greatly doubt whether trustees will be disposed to take any steps for an exchange; but, perhaps, the temptation of the quarterly dividends may induce many beneficiaries to try to get the exchanges made.

COLONIAL SOLICITORS.

47 & 48 Vict. c. 24.—An Act to Amend the Colonial Attorneys Relief Act. [3rd July, 1884.]

The Colonial Attorneys Relief Act (20 & 21 Vict. c. 39), s. 3, enables all persons who, being subjects of the British Crown, are duly admitted and enrolled as attorneys and solicitors in the superior courts in colonies or dependencies where the system of jurisprudence "is founded on or assimilated to the common law and principles of equity as administered in England, and whose full service under articles of clerkship to an attorney-at-law for the space of five years at the least and an examination to test the qualification of candidates, are or may be required previous to such admission"; such colonies to be specified by Order in Council, to be admitted as solicitors in England, subject to the provisions of the Act. The present Act practically rescinds the requirement that five years' articles and examination before admission shall be the universal practice in the colony, in the case of colonies which are obliging enough to admit English solicitors without service or examination in the colony. Upon application by the governor of any British colony or dependency, and proof to the satisfaction of the Secretary for the Colonies "that the system of jurisprudence as administered in such colony or dependency answers to and fulfils the conditions specified in section 3 of the Colonial Attorneys Relief Act, and also that the attorneys and solicitors of the superior courts" in England are admitted as attorneys and solicitors in the superior courts of such colony or dependency on production of their certificates of admission in the English courts, without service in the colony or examination, except in the laws of the colony in so far as they differ from the laws of England, the Queen is enabled by Order in Council to direct that the Colonial Attorneys Relief Act shall come into operation as to such colony, "although persons may in certain cases be admitted as attorneys or solicitors in such colony without possessing all the qualifications for admission or having fulfilled the conditions specified in the said section 3." But it is provided that no attorney or solicitor of any such colony shall be admitted a solicitor of the Supreme Court in England unless, in addition to the requirements of the Colonial Attorneys' Relief Act, he proves by affidavit that he has served five years and passed an examination in the colony; and further that he has since been in actual practice as attorney or solicitor in such colony for seven years at least.

REVIEWS.

ARRANGEMENTS WITH CREDITORS.

Precedents of Deeds of Arrangement between Debtors and their Creditors; including Forms of Resolutions for Compositions and Schemes of Arrangement under the Bankruptcy Act, 1883. By George Woodford Lawrance, Barrister-at-Law. Stevens & Sons.

Mr. Lawrance's experience in framing deeds of arrangement between debtors and their creditors under the Bankruptcy Act of 1861, and also (as he tells us in the introduction to this work) to a limited extent subsequently, has enabled him to present to the profession an admirable book of precedents to meet all kinds of arrangements likely to be contemplated for the settlement of a debtor's affairs either out of court or under the new Bankruptcy Act. The book will be very welcome at the present time, when such arrangements are being so largely resorted to out of court in cases of insolvency in preference to proceeding under the new Act. After a short introduction, in which the author makes some useful remarks upon the recent decision in *Ex parte Clark* (*ante*, p. 596), nine precedents are given of deeds of assignment, inspectorship, and composition outside the Act, and seven precedents of resolutions for schemes of arrangement or composition, and deeds to carry out the same

under the Act. We have gone through the precedents, and they appear to us to contain nearly every provision which, in ordinary cases, is likely to be required. We might, however, suggest that in cases of composition a covenant by the debtor to pay a stated sum per week, or other period, into a bank in the name of a trustee, to be accumulated and applied in payment of the instalments of the composition as they become due, with power for the trustee to take possession of the debtor's estate, and execute an assignment thereof in default of payment of a certain number of periodical payments, is a form of security often resorted to in the case of a retail trader; and a form of such a covenant would, we think, be found a useful addition to the work. Having regard also to the decision of the judge of the Manchester County Court, which we reported recently (*ante*, p. 655), a precedent of a deed of licence from a debtor to two or three of his principal creditors, with an irrevocable power of attorney to execute a deed of assignment for benefit of creditors, if and when they should deem desirable, might also be useful. We may also point out that the forms of deed of assignment given are very full, and might be considered unnecessarily long in a simple case where the assets are comparatively small. A more concise form to suit such a case would, we think, make the series of precedents more complete. The notes to the precedents will be found to contain some useful information.

STUDENT'S LEADING CASES.

THE STUDENT'S LEADING CASES, BEING SOME OF THE PRINCIPAL DECISIONS OF THE COURTS IN CONSTITUTIONAL LAW, COMMON LAW, CONVEYANCING AND EQUITY, PROBATE, DIVORCE, AND CRIMINAL LAW. WITH NOTES FOR THE USE OF STUDENTS. SECOND EDITION. By JOHN F. HAYNES. Stevens & Sons.

In this edition Mr. Haynes has omitted the cases relating to bankruptcy law, on the ground of "the uncertainty which prevails in reference to the application of very many of the decisions under the Bankruptcy Act, 1869, to the system which has been introduced by the Bankruptcy Act, 1883." This hardly seems to be a sufficient reason for the omission of cases, many of which are undoubtedly applicable to the new Act, and we are glad to observe it stated that the omission is intended to be temporary only. The recent cases on such of the subjects treated as we have examined appear to be satisfactorily stated.

CORRESPONDENCE.

BANKRUPTCY FEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Allow me to draw your attention to the following items of expense attending the grant of discharge to a bankrupt who has just passed through the court here:—

	£	s.	d.
Stamp on application	2	0	0
,, on notices to 115 creditors (at 1s. each)	5	15	0
Advertisement of application and order (10s. each)	1	0	0
High bailiff's fees (2 sittings)	0	4	0
Official receiver's disbursements (including 1s. 6d. for postage of the notices paid for as above)	0	7	0
Total disbursements	£9	6	0

As against about 37s. under the old Act; and this is wrung from a man who has parted with all his property except £20 worth of clothes!

It will be noticed that whilst a fee is charged for a notice to *every* creditor, the notices are actually sent only to those who have proved.

59, John-street, Sunderland, July 24. RALPH SIMEY.

RE W. AND J. LUDFORD.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In reference to Mr. Marriott's letter in your issue of the 19th inst., I was surprised to find him stating that "under the Bankruptcy Act of 1869 the sheriff has always been allowed poundage where he has been in possession under an execution and bankruptcy has supervened."

This has not been my experience in this district, and I am not aware of a case where any sum was allowed further than the costs of possession and fee for levying.

When the claim was made by the sheriff in *Ludford's case*, it was in consequence of the old practice that I raised the question.

LUKE J. SHARP, Official Receiver.

Office of the Official Receiver for the Birmingham Bankruptcy District, Whitehall-chambers, Colmore-row, Birmingham, July 30.

[This entirely confirms our statement, which Mr. Marriott impugned.—ED. *S. J.*]

POWER OF ENTRY IN CONVEYANCES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should like to ascertain the opinion of your readers on the correctness or otherwise of the case of *Dunn* v. *Flood* (L. R. 25 Ch. D. 629), so far as it relates to the power of entry for breach of covenant. The power in question did not attempt to revest the property in the grantors, or to deprive the grantee of his legal or equitable estate, but simply gave to the grantors a right to enter and retain possession until a trade carried on in breach of covenant should be discontinued, and for three months afterwards. Messrs. Key and Elphinstone (vol. 1, 282, n. (*b.*)) appear to be of opinion that such a power would be good, and the fact that there is statutory authority for the insertion in certain conveyances of clauses for revesting the estate on breach of covenant, unqualified as to time, seems to support their view. See, for instance, 37 & 38 Vict. c. 59.

A COUNTRY SOLICITOR.

[We propose to consider the subject in a future issue.—ED. *S. J.*]

REFRESHERS TO COUNSEL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As the subject-matter of our recent correspondence with Mr. Edward Clarke, Q.C., is of public interest, we send you a copy for publication, if you think fit, in your valuable journal.

Our clients' refusal to pay the large refreshers demanded was based upon principle; but, in order that it may be seen that there was no special reason for their showing liberality to Mr. Clarke, we may mention that, on eight out of the twelve days for which refreshers were claimed, Mr. Clarke was in court for but a very short time, while his leader, to whom the additional refresher was cheerfully paid, was rarely, if ever, absent. It so happened that, on the four days Mr. Clarke remained in court for most of the time, but a small portion of the conduct of the case fell to his share.

GEDGE, KIRBY, & MILLETT.

1, Old Palace-yard, Westminster, July 28.

[The following is the correspondence referred to:—

"5, Essex-court, Temple, 17th May, 1884.

"Dear Sirs,—A few days ago my clerk handed me your cheque for £236 8s. 6d. for fees in the case of *The Lea Conservancy* v. *The Mayor of Hertford*, together with the list of fees sent in, and altered from £376 14s. 6d. to the above amount by the reduction of the refreshers from twenty to ten guineas per diem and the revisal of the clerk's fees charged.

"I cannot acquiesce in this summary mode of dealing with an account in which the proper refreshers were charged. I am entitled to refreshers proportioned to the amount paid to the leading counsel, and as he has, I believe, received a refresher of twenty-five guineas a day, I must ask you to be good enough to send me a further cheque for the amount you have deducted in respect of refreshers.

"The rule is so well established that, in dealing with a firm of your position, my clerk, of course, did not think it necessary to make any special mention of refreshers. And I am sure that, while I should certainly not have accepted, you would not have thought of proposing, a sum so inadequate to the case and so disproportioned to the leader's fees as that which you have allowed. I shall be obliged by your early reconsideration of this matter.—Very faithfully yours, "EDWARD CLARKE.

"Messrs. Gedge & Co."

"1, Old Palace-yard, Westminster, 23rd May, 1884.

"*Lea Conservancy and Hertford Corporation.*

"Dear Sir,—We have your letter of the 17th inst. We much regret that you should think you have any cause for dissatisfaction with the course which our clients have taken with regard to your fees.

"You are aware that, under the new rules, ten guineas a day is the highest refresher which a counsel can charge, or which solicitors can pay without their client's special instructions.

"Therefore, as the refreshers were not marked day by day, all that your clerk had a right to assume was, that the proper refreshers, according to the new rules, would be marked—viz., ten guineas a day for the leader, and the proportionate eight guineas a day for yourself.

"When the fee lists came in, finding that each of the four counsel had disregarded the new rules, we laid them before our clients and asked for their instructions.

"Some of the board had been in court every day during the action and expressed their views.

"It so happened that Mr. Bidder took the chief burden of the conduct of the action, and was in court almost without intermission from the commencement to the end of the hearing; and our clients, therefore, instructed us to pay to him, not only the ten guineas a day to which he was entitled, but also the fifteen guineas a day extra which he had marked.

"You, no doubt observing Mr. Bidder's close attention to the case, did not think it necessary to be there also during a considerable part of the

time, and did not, as he must have done, give up all other business to attend to it; and our clients instructed us to pay to you, not the eight guineas which you would have received if Mr. Bidder had been limited to the ten guineas, but the highest refresher allowed by the rules—viz., ten guineas a day.

"The fact that for a special reason they chose to pay Mr. Bidder fifteen guineas a day extra does not seem to be any cause why they should adopt a similar course to you without the same reason.

"We, as the solicitors in the case, have no choice in the matter.

"We cannot pay without instructions fees which would be disallowed on taxation, but at the same time we personally much regret that any question should arise between our firm and yourself on the subject; and we think that, on reconsideration, you will see that the new rules are binding upon both branches of the profession, and that, while our clients are within their strict rights, we have no option in the matter.—We are, dear Sir, yours very faithfully, "GEDGE, KIRBY, & MILLETT.

"E. Clarke, Esq., Q.C., M.P., 5, Essex-court, Temple."

"37, Russell-square, 19th June, 1884.

"Dear Sirs,—Your letter of the 23rd of May, excusing the non-payment of my fees in the *Lea Conservancy case*, reached me at a time when I was very busy, and as it was not answered at once, the matter has since escaped my attention.

"On looking over your letter this morning, I think, from its terms, you expected some answer.

"I should not myself have cared to continue a useless correspondence, because it is quite true that I have no power to enforce against you or your client the payment of the fees which, by constant and regular professional custom, were due to me.

"I agree that you cannot insist upon your client's payment of these fees, and, of course, I cannot desire that you should pay them yourselves, but I must say I am greatly surprised, considering the position of your firm, and the character of your clients, that you should be unable to induce them to act properly in this matter.

"Had I entertained the smallest suspicion that such behaviour was possible, I should, of course, have protected myself by the precaution which I thought the character of your firm rendered unnecessary.—Believe me, faithfully yours, "EDWARD CLARKE.

"Messrs. Gedge, Kirby, & Millett."

"1, Old Palace-yard, Westminster, 27th June, 1884.

"Dear Sir,—Your letter of the 19th inst. makes imputations against our clients of improper, and against us of dishonourable, action.

"You do not challenge the statement of facts contained in our letter of the 23rd May, but you contend that fees which the Rules of Court (having the force of law) disallow are nevertheless 'due to' you by reason of the 'constant and regular professional custom' of the bar.

"We were under the impression that the Rules of Court with regard to counsels' fees and solicitors' costs were intended to protect litigants against undue demands by the members of either branch of the profession, and should, therefore, challenge a statement that either branch could set up a custom of its own against these rules.

"And further, considering that the Rules of Court have been in force only since October last, there has not been time for any custom to become 'constant and regular.'

"Neither our clients (who are a public body) nor ourselves have any personal interest in the matter; our desire has been to do what is right, and to the best of our judgment this has been done.

"Yet we find our clients and ourselves exposed to imputations of gross misconduct at the hands of a distinguished member of the bar for whom we have every personal esteem!

"We shall, therefore, send a copy of this correspondence to the Lord Chancellor as the President of the Committee of Judges who framed the Rules of Court, together with the letter, of which a copy is enclosed.

"We will wait until the end of next week, in order that you may send to us any further statement that you may desire to be laid before the Lord Chancellor.—We are, yours truly,

"GEDGE, KIRBY, & MILLETT.

"Edward Clarke, Q.C., M.P., 37, Russell-square, W.C."

"5, Essex-court, Temple, 1st July, 1884.

"Dear Sirs,—If the author of your letter of the 27th inst. will look at my letter again, I do not think that it contains any charge of gross misconduct or dishonourable action against either your clients or yourselves.

"I am quite content that you should show the correspondence to whom you think it may interest, and you cannot do wrong in asking the Lord Chancellor to advise you how you may in future avoid a similar difficulty.—Believe me, faithfully yours, "EDWARD CLARKE.

"Messrs. Gedge, Kirby, & Millett."

"1, Old Palace-yard, Westminster, 8th July, 1884.

"Dear Sir,—We have your letter of the 1st inst., and note that you make no attempt to answer the arguments contained in ours of the 27th June.

"We have looked again at your letter of the 19th June.

"It states either expressly or by implication that our clients and ourselves took advantage of the fact that a counsel's fees are not legally recoverable, and are only debts of honour, to withhold payment of fees 'due' to you—the gist of the question between us being whether they are due or not.

"It further states that our clients have not 'acted properly,' and that you had a right to expect from a firm of our 'position' that we should induce them to do so.

"And, lastly, it states that our 'behaviour' was such that if you could possibly have expected it from a firm of our character, you would in some way, not explained, have protected yourself against it.

"If you consider that such behaviour on our own, or our client's, part, as you thus charge us with, would not be gross misconduct or dishonourable action, your and our opinions as to what is gross and dishonourable must be sadly at variance.—We are, dear Sir, yours faithfully,

"GEDGE, KIRBY, & MILLETT.

"E. Clarke, Esq., Q.C., M.P., 5, Essex-court, Temple, E.C.

"P.S.—A copy of this correspondence has been sent to-day to the Lord Chancellor."

"1, Old Palace-yard, Westminster, 8th July, 1884.

"To the Right Hon. the Lord High Chancellor, &c., &c.

"My Lord,—We address your lordship as President of the Committee of Judges which framed and issued the Rules of the Supreme Court with regard to costs and counsels' fees, and we venture respectfully to bring before you a copy of the correspondence which has recently passed on the subject between ourselves and Mr. Edward Clarke, Q.C., M.P.

"Having acted under the instructions of our clients in accordance with these rules, as the correspondence shows, we have found ourselves exposed to imputations of dishonourable conduct; and our clients—a public body—are accused of improper action.

"Standing between clients and counsel, solicitors are in a difficult position, and there is no recognized tribunal to which any such questions can be referred.

"Therefore, desiring to be set right if we have gone wrong, and to be guided as to our future conduct in similar cases, we ask your lordship to be so good as to instruct your secretary to tell us what in your lordship's opinion is the right course for solicitors to take under these circumstances. — We have the honour to be, my Lord, with great respect, your Lordship's most obedient servants, "GEDGE, KIRBY, & MILLETT."

"L. 112—2. "House of Lords, S.W., 16th July, 1884.

"Sirs,—I am directed by the Lord Chancellor to acknowlege the receipt of your letter of the 8th instant, and the accompanying copy of correspondence between yourselves and Mr. E. Clarke, and to say that there can be no doubt that the rule is binding, and must be so regarded and acted upon in the Taxing Office, but that, in a question between solicitors (or their clients) and members of the bar, as to fees or otherwise, his lordship has always understood the Attorney-General to be the authority, to whose judgment members of the bar may be expected to defer; and whatever his lordship's own opinion may be, he does not think it right to express it in a manner which might be considered to be in excess of his proper authority.—I am, Sirs, your obedient servant,

"KENNETH MUIR MACKENZIE, Principal Secretary.

"Messrs. Gedge, Kirby, & Millett."

"1, Old Palace-yard, Westminster, 18th July, 1884.

"My Lord,—We beg to acknowledge the receipt of your Principal secretary's letter of the 16th inst., and to express our satisfaction in finding that your lordship confirms our view that the rule as to refreshers is binding, and must be so regarded.

"With reference to the last paragraph of the letter, we venture to remark that, although members of the bar may be expected to defer to the Attorney-General on any question between them and solicitors or their clients as to fees or otherwise, solicitors, and still less their clients, cannot be expected to refer any such matter to one, however eminent, of the profession with a member of which the question has arisen.

"We do not, however, understand your lordship to suggest that a rule made for the protection of suitors can be set on one side by the direction of the Attorney-General.—We have the honour to be, my Lord, with great respect, your obedient servants, "GEDGE, KIRBY, & MILLETT.

"To the Right Hon. the Lord High Chancellor, House of Lords, S.W."

[On the 18th of July, Messrs. Gedge, Kirby, & Millett wrote to Mr. Clarke, enclosing a copy of the above letter from the Lord Chancellor's principal secretary, and offering to make a copy of the correspondence for publication for the future guidance of barristers and solicitors.]

"L. 112—2. "House of Lords, S.W., 21st July, 1884.

"Sirs,—I am directed by the Lord Chancellor to acknowledge the receipt of your letter of the 18th inst., and to say that you are correct in supposing that his lordship made no such suggestion as you refer to in the last paragraph of your letter. I am to add that it is not to be supposed the Attorney-General would take upon himself, under any circumstances, to set aside a Rule of Court.—I am, Sirs, your obedient servant,

"Messrs. Gedge, Kirby, & Millett." "KENNETH MUIR MACKENZIE.

"5, Essex-court, Temple, 22nd July, 1884.

"Dear Sirs,—The letter you have received from the Lord Chancellor's secretary is precisely what I expected. I do not think you will find the publication of the correspondence much to your advantage or credit, but I have not the slightest objection to your giving it the widest circulation in your power. So far from that, I think its publication may be very useful as a warning to members of the bar to whom you may hereafter think fit to offer briefs.—I am, faithfully yours, "EDWARD CLARKE.

"Messrs. Gedge, Kirby, & Millett."

"1, Old Palace-yard, Westminster, 24th July, 1884.

"Dear Sir,—Your last letter, the tone of which seems to us a mistake, leaves us no option but to publish the correspondence.

"We regret that on a question of principle you should have taken refuge in personalities instead of attempting to answer our arguments or to show that your demand from our clients of larger fees than the Rule of Court directs them to pay to you is consistent with the Lord Chancellor's

opinion that that rule is binding, and that even the Attorney-General would not, under any circumstances, take upon himself to set it aside.—We are, yours faithfully, "GEDGE, KIRBY, & MILLETT.

Edward Clarke, Esq., Q.C., M.P., 5, Essex-court, Temple, E C.

NEW PRACTICE CASES.

R. S. C., 1883, ORD. 36, RR. 12, 16—NOTICE TO DISMISS FOR WANT OF PROSECUTION—NOTICE OF TRIAL GIVEN, BUT TRIAL NOT ENTERED.—In a case of *Crick* v. *Hewlett*, before Pearson, J., on the 25th ult., a question arose as to dismissing an action for want of prosecution. Rule 12 of order 36 provides that, "if the plaintiff does not within six weeks after the close of the pleadings, or within such extended time as the court or a judge may allow, give notice of trial, the defendant may, before notice of trial given by the plaintiff, give notice of trial, or may apply to the court or judge to dismiss the action for want of prosecution, and on the hearing of such application, the court or a judge may order the action to be dismissed accordingly, or may make such other order, and on such terms, as to the court or judge may seem just." And by rule 16, "In London and Middlesex, unless within six days after notice of trial is given, the trial shall be entered by one party or the other, the notice of trial shall be no longer in force." In *Crick* v. *Hewlett* the pleadings were closed on the 29th of March. On the 1st of May the plaintiff gave notice of trial of the action before a judge in Middlesex, but he did not within six days enter the trial. On the 20th of June the defendant's solicitor wrote to the plaintiff's solicitors, "It is the defendant's intention to move to dismiss this action, unless the same is entered for trial on or before the 23rd inst." The entry was not made, and on the 12th of July the defendant served the plaintiff with a notice of motion that the action might be dismissed for want of prosecution. The plaintiff did not appear on the hearing of the motion. It was urged on behalf of the defendant, that rule 12 applied, because, though notice of trial had been given within the six weeks, yet, having regard to rule 16, the trial not having been entered, the notice of trial was not an effective notice, and the defendant was entitled to have the action dismissed for want of prosecution. PEARSON, J., made the order asked for, observing that the plaintiff would be able to move to discharge it.—COUNSEL, *E. Ford*. SOLICITOR, *W. Foster*.

R. S. C., 1883, ORD. 55, R. 71—CHIEF CLERK'S CERTIFICATE—APPLICATION TO DISCHARGE OR VARY.—In a case of *Bousfield* v. *Dove*, before Pearson, J., on the 28th ult., a question arose upon rule 71 of order 55, which provides that "the judge may, if the special circumstances of the case require it, upon an application by motion or summons for the purpose, direct a certificate (of the chief clerk) to be discharged or varied at any time after the same has become binding on the parties." In *Bousfield* v. *Dove* the action came on for further consideration, and the plaintiff desired to raise a point which was concluded by the chief clerk's certificate as it stood. The plaintiff had omitted to take out a summons to vary the certificate within the eight days limited for the purpose by rule 70. PEARSON, J., was satisfied that there had been an accidental slip, and that the plaintiff ought to be allowed to raise the point, and the question then arose whether it was not necessary to take out a summons *pro formâ*. In that case a fee would have to be paid, whereas, if the point was raised by motion, no fee would be payable. PEARSON, J., said that the proper course was to take out a summons, and he allowed the point to be argued at once, on the undertaking of the plaintiff to pay the fee on the summons.—COUNSEL, *Cookson*, Q.C., and *Maidlow*; *Higgins*, Q.C., and *Swinfen Eady*. SOLICITORS, *Church, Rendell, & Trehane*; *R. T. Jarvis*.

R. S. C., 1883, ORD. 50, R. 3—INTERLOCUTORY ORDER FOR INSPECTION OF PROPERTY.—In a case of *Lumb* v. *Beaumont*, before Pearson, J., on the 25th ult., a question arose as to the extent of the power given by rule 3 of order 50 to make an interlocutory order for the inspection of property. Rule 3 provides that "it shall be lawful for the court, or a judge, upon the application of any party to a cause or matter, and upon such terms as may be just, to make any order for the detention, preservation, or inspection of any property or thing, being the subject of such cause or matter, or as to which any question may arise therein, and for all or any of the purposes aforesaid to authorize any persons to enter upon or into any land or building in the possession of any party to such cause or matter, and, for all or any of the purposes aforesaid, to authorize any samples to be taken, or any observation to be made or experiment tried, which may be necessary or expedient for the purpose of obtaining full information or evidence." In *Lumb* v. *Beaumont* the plaintiff and the defendants were owners of houses fronting on the same street, and the plaintiff had recently constructed a new drain under the street, which he said was his own private drain. And the plaintiff claimed an injunction to restrain the defendants from causing or permitting any sewage to be discharged or pass from their premises into his drain, and from continuing or permitting to remain any connection between their premises and the plaintiff's drain. By their defence the defendants said that the plaintiff had connected his new drain with an old main sewer under the street, into which the defendants' premises had previously been drained for more than twenty years before the commencement of the action. And they denied that they had connected their premises with, or had caused sewage to be discharged or to pass from their premises into, any drain belonging to the plaintiff. The plaintiff, by his reply, joined issue with the defendants, and he took out a summons asking that he and his servants and workmen might be at liberty to enter upon the defendants' premises and to inspect the drain leading from the cellar of the defendants' house to his new drain, and that for that purpose he might be allowed to dig down to the defendants' drain, and to follow its course from the defendants' cellar to his drain. A surveyor employed by the plaintiff deposed that he had recently caused a portion of the plaintiff's property to be opened out, and that, at a depth of twelve feet below the surface of the ground, he found a pipe connected with the plaintiff's drain, which pipe ran in the direction of the defendants' house, but he was not able to trace it throughout its entire length, as it passed through the defendants' land on which he had no authority to enter. And he said that the pipe in question, which was believed to convey sewage from the defendants' house to the plaintiff's drain, passed through that portion of the street, the soil of which belonged to the defendants for several feet before it reached the defendants' house. On behalf of the defendants, *Esnor* v. *Barwell* (1 D. F. & J. 529) was cited, as showing that an order to break up the soil of the defendants' land would not be made on an interlocutory application. PEARSON, J., said that he did not think that case had any bearing upon the construction of the new rules. The power of inspection before the trial of the action, which was given by rule 3, was a very convenient one, in order that at the trial the court might have the necessary materials before it. And his lordship made the following order:—"Without prejudice to the rights of any other person or authority, the plaintiff is to be at liberty, on giving forty-eight hours' notice to the defendants, to enter upon that part of the street, the soil of which belongs to the defendants, for the purpose of experimenting, in order to discover whether the pipe which joins the plaintiff's drain proceeds from the defendants' house, and, for that purpose, to excavate the street so far as may be necessary, the plaintiff undertaking to do no unnecessary harm, and to replace the street as soon as his investigation is concluded as quickly as possible, and at his own expense." COUNSEL, *Levett*; *Beaumont*. SOLICITORS, *Bower, Cotton, & Bower*; *Van Sandau, Cumming, & Armitage*.

APPEAL—ORAL EVIDENCE IN COURT BELOW—COPY OF JUDGE'S NOTES—STAMP—R. S. C., 1883, ORD. 58, R. 11—ORDERS AS TO SUPREME COURT FEES (JANUARY 19, 1884), No. 133.—In a case of *Hemberow* v. *Frost*, before the Court of Appeal on the 25th ult., a question arose as to copies of the judge's notes of oral evidence at the trial. The appellant had bespoken a copy, and it had been delivered by the judge's clerk; but no copy had been supplied for the use of the court. There were some differences between the judge's notes and those of counsel, and their lordships sent for the original notes. BAGGALLAY, L.J., said that copies of the judge's notes had not been supplied as the rules pointed out. Any judge might, of course, exercise his discretion as he thought fit with regard to furnishing copies of his notes to the parties. The Court of Appeal, in the recent case of *Weston* v. *Sherwell* (*ante*, p. 688), declined to order a copy of judge's notes, which had been furnished to them, to be supplied to the appellant. The appellant should apply to the judge or his clerk for a copy of the notes, and the application should bear a 5s. impressed stamp. The rule requiring this stamp had only been made in January last, and possibly it was not yet generally known. His lordship added that the charge for a copy of the judge's notes used to be 6d. per folio, and he did not say whether the 5s. stamp was additional or not. The written application ought to bear the stamp.—COUNSEL, *Marten*, Q.C., and *G. B. Freeman*; *Millar*, Q.C., and *Ribton*. SOLICITORS, *Clutton & Haines*; *W. D. Smyth*.

BANKRUPTCY CASES.

BANKRUPTCY—REPUTED OWNERSHIP—IN HIS TRADE OR BUSINESS—RAILWAY SHARES—BANKRUPTCY ACT, 1869 (32 & 33 VICT. C. 71), S. 15, SUB-SECTION 5—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 44, SUB-SECTION 3.—In a case of *The Colonial Bank* v. *Whinney*, before Bacon, V.C., on the 28th ult., a question arose whether securities deposited by a stockbroker with his bankers passed to the trustee in his bankruptcy under the reputed ownership clause. The stockbroker, a member of a firm of Thomas & Co., stockbrokers, who also carried on a large loan business, bought the shares in his own name, which alone appeared on the register, and deposited them with the bank to secure the account of the firm. The shares and calls were paid by the firm and the dividends paid to the firm's account. The transfer of the shares to the bank was not completed till after the act of bankruptcy. The trustee of the firm and of the individual members claimed the shares as having been in the order and disposition of the bankrupt at the commencement of the bankruptcy in his trade or business. The Vice-Chancellor said that section 44, sub-section 3, of the Bankruptcy Act of 1883 was precisely the same as section 15, sub-section 5, of the Act of 1869. Everything hat was in the order and disposition of the bankrupt passed to his trustee. These shares belonged to the firm, and were registered in Blakeway's name with the consent of his partner. The bank had taken no steps to perfect their security, and the shares were in Blakeway's possession, whether in his own interest or as representing the firm did not matter. He was the reputed owner of them during the whole time, and they now belonged to his trustee.—COUNSEL, *Marten*, Q.C., and *Buckley*; *Rigby*, Q.C., and *Northmore Lawrence*. SOLICITORS, *Lawrence, Plews, & Baker*; *Druces, Jackson, & Attles*.

CASES BEFORE THE BANKRUPTCY REGISTRARS.*

(Before Mr. REGISTRAR MURRAY, sitting as Judge.)

Re Chapman, Ex parte Lovering.

Appeal—Practice in bankruptcy as to staying execution pending an appeal—Effect of service of valid notice of appeal upon the right of the successful party in the court of first instance to issue execution.

The trustee in bankruptcy of the above-named bankrupt obtained an order for payment to him as such trustee of £305 and costs, and demanded immediate payment of the said sum, notwithstanding the fact that the usual deposit had been paid and notice of appeal from the decision in question served.

Wyatt Hart, for the applicant, moved (pursuant to special leave) to continue an *interim* injunction restraining the trustee, until after the determination of the appeal from the order in question, from proceeding under the said order by levying execution or otherwise. He stated that it had been hitherto the practice in all cases in bankruptcy jurisdiction to regard service of a notice of appeal and payment of the deposit as equivalent to a stay of execution, that the appeal in this case had been set down for hearing, and that it was all but in the list of appeals to be heard on the ensuing Friday.

Sydney Woolf, for the trustee, *contrâ*.—The applicant does not swear that he can, in any case, answer the amount of claim and costs in the event of the decision in the Court of Appeal going against him. Again, this court is now part of the High Court, and is attached to and has become part of a division of the High Court of Justice. The rules of the High Court as to applications of this kind must apply now even if they did not apply before the date of the commencement of the Bankruptcy Act, 1883. The three following cases show what rule obtains in the High Court as to stay of execution pending appeals:—*Merry* v. *Nickalls* (L. R. 8 Ch. 205); *Cooper* v. *Cooper* (L. R. 2 Ch. D. 493); *Moryan* v. *Elford* (L. R. 4 Ch. D. 388). There may be a difference in the case of an appeal from an order of adjudication in bankruptcy or from dismissal of a debtor's application to dismiss or set aside a bankruptcy notice. In any event the respondent should pay the amount and costs into court to abide the result of the appeal.

Hart, in reply.—This is an attempt to unsettle the practice of the court. It would be a hardship on the respondent if he had to bring the money into court or pay it to the trustee pending the appeal, which may be heard in a week. The case at the hearing was admittedly one of first impression.

MURRAY, Registrar, having expressed an opinion that the matter discussed in the present case was of importance, declined to accede to the argument urged on behalf of the trustee, and adjourned the application till the day next before the Long Vacation, and restrained the trustee from further proceeding under the order appealed from until the day fixed for the hearing of the adjourned application in the matter.

Solicitors, *Thomas Edwards; Munns & Longden.*

* Reported by H. WYATT HART, Esq., Barrister-at-Law.

CASES OF THE WEEK.

ACTION TO SET ASIDE DEED IN FRAUD OF CREDITORS—13 ELIZ. C. 5—DELAY—STATUTE OF LIMITATIONS.—In a case of *The Three Towns Banking Company* v. *Maddever*, before the Court of Appeal on the 28th ult., a question arose as to the effect of delay upon the right of a creditor to maintain an action to set aside a deed as fraudulent and void under the Statute of Elizabeth against the creditors of the grantor. In the present case the plaintiffs, who were specialty creditors, commenced their action to set aside the deed ten years after its execution, of which they had been aware from the first. North, J., held that the delay was not a bar to their right, and this decision was affirmed by the Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.). Their lordships said that the case was not like one in which it was sought to set aside a deed on equitable grounds, in which case so long a delay might be fatal. The right of a creditor to impeach such a deed as this was a legal right conferred by statute, and could not be barred by the lapse of any time short of the period fixed by the Statute of Limitations.—COUNSEL, *Warmington*, Q.C., and *Morshead*; *Higgins*, Q.C., and *B. Eyre*. SOLICITORS, *Cowland & Chowne*; *A. Cheese*.

WILL—CONSTRUCTION—GIFT TO TESTATOR'S WIFE "AS LONG AS SHE IS MY WIDOW ABSOLUTELY."—In a case of *In re Timperon*, before the Court of Appeal on the 25th ult., a testator had bequeathed his property to his wife "as long as she is my widow absolutely;" and the question was whether that was a gift during widowhood or an absolute gift. BACON, V.C., construed it as a gift during widowhood only. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) held that the gift was an absolute one. BAGGALLAY, L.J., said the words "as long as she is my widow" were inconsistent with the word "absolutely;" and in a case where it was impossible to say what was the testator's meaning as expressed in the will, the court preferred to give effect to that construction which negatived intestacy. COTTON, L.J., gave judgment to the same effect. LINDLEY, L.J., said that he could not make head or tail of the will, but he was disposed to think the Vice-Chancellor was right, and that the word "absolutely" was used by way of contrast to a gift to the wife's separate use without power of anticipation.—COUNSEL, *W. Pearson*, Q.C., and *Horton Smith*, Q.C.; *Millar*, Q.C., and *Maidlow*. SOLICITORS, *Hyde, Tandy, & Mahon*; *Rivington & Sons*.

ADMINISTRATION—EQUITABLE ASSETS—REAL ESTATE—RETAINER—HEIR-AT-LAW—DEVISEE—SIMPLE CONTRACT DEBT—3 & 4 WILL. 4, C. 104.—In the case of *Davidson* v. *Illidge*, before the Court of Appeal on the 25th ult., a question arose whether the heir-at-law of a testator, who was himself a simple contract creditor of the testator, had a right of retainer in respect of the debt due to him by the testator against the proceeds of the sale of real estate of the testator, which had been sold in a creditor's administration action for the purpose of paying the testator's debts, or against the rents of the real estate which he (the heir) had received. A testator, by his will, made in 1853, gave and bequeathed all his real and personal estate to his mother, M., and appointed her his executrix. The testator died in 1875, a bachelor, leaving his brother, J., his heir-at-law. M. proved the will. In June, 1876, M. executed a deed poll, disclaiming the devise of real estate made to her by the will, and the real estate thereupon devolved on J., as the testator's heir-at-law. The action was brought by unpaid judgment creditors of the testator, against the executrix and the heir, for the administration of the testator's real and personal estate. In January, 1877, an administration judgment was pronounced, and the testator's real estate was ordered to be sold. Afterwards M. died, and letters of administration *de bonis non* were granted to J. The testator's real estate was sold, and the proceeds of sale paid into court. J. had paid various moneys during the lifetime of the testator on his behalf, for which he proved under the administration judgment as a simple contract creditor. He had received rents of the real estate since the death of the testator, and he claimed a right of retainer against those rents, and also against the proceeds of sale of the real estate, in respect of his simple contract debt. The Act 3 & 4 Will. 4, c. 104, provides that where the real estate of a deceased person has not been charged with or devised subject to the payment of his debts, "the same shall be assets to be administered in courts of equity for the payment of the just debts of such person, as well debts due on simple contract as on specialty." Chitty, J., held (32 W. R. 148, L. R. 24 Ch. D. 654) that there was no such right of retainer. He was of opinion that, when the Act said that the real estate should be "assets to be administered in courts of equity," it meant that it was to be administered according to the principles adopted by courts of equity in the administration of assets, one of those principles being that all creditors were to be paid *pari passu* out of equitable assets. The statute had not expressly conferred any right of retainer on the heir or devisee, and his lordship was of opinion that no such right could be implied. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) affirmed the decision, on the ground that the debt due to the heir, being a simple contract debt, was not a debt of a class for which he could, independently of the Statute, have been sued, and, therefore, he could not have the corresponding legal right of retainer when the debt was due to himself. And the Act did not expressly give him any such right.—COUNSEL, *Romer*, Q.C., and *E. Cutler*; *Crossley*, Q.C., and *Northmore Lawrence*. SOLICITORS, *Davidson & Morries*; *Tatham, Oblein, & Nash*.

SOLICITOR AND CLIENT—COSTS—TAXATION—DELIVERY OF BILL—OFFER TO ACCEPT REDUCED AMOUNT—COSTS OF TAXATION—CIRCUMSTANCES SPECIALLY CERTIFIED BY TAXING MASTER—DISCRETION OF COURT—6 & 7 VICT. C. 73, S. 37.—In a case of *In re Carthew*, before the Court of Appeal on the 30th ult., a question arose as to the liability to pay the costs of a taxation of costs. The taxation was under the third-party clause (section 38 of the Solicitors Act of 1843), the application for taxation being made by a beneficiary under a will for the taxation of a bill of costs delivered to the executors by their solicitor. The bill delivered was for items amounting to £83 3s. 4d. After the amount followed the words, "say £78," and then came the signature of the solicitor. In a cash account between himself and the executors, delivered by him to them, the solicitor had credited himself with £78, retained for his costs. On the taxation items were struck off which reduced the amount of the bill to £66 13s. 4d. Section 37 of the Solicitors Act provides that "if such bill, when taxed, be less by a sixth part than the bill delivered" by the solicitor to the client, the solicitor "shall pay" the costs of taxation, "provided also" that the taxing officer "shall in all cases be at liberty to certify specially any circumstances relating to such bill or taxation, and the court or judge shall be at liberty to make thereupon any such order as such court or judge may think right respecting the payment of the costs of such taxation." The taxing master treated the bill as having been delivered for the £78, and, as this amount had been reduced by the taxation by less than one-sixth, he decided that the applicant must pay the costs of the taxation, and Chitty, J. (*ante*, p. 550), affirmed the decision. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) reversed the decision. BAGGALLAY, L.J., said that, there being no letter accompanying the bill, the court could only infer what was the intention of the solicitor in adding the words "say £78" to the bill. It was not necessary to come to a decided opinion what his intention was, but his lordship considered that what he meant was, If you are willing to pay £78 without any question, I will accept it in satisfaction of my bill; if you are not, I shall insist on the full amount. In his lordship's opinion, the words of the Act were imperative: if the bill when taxed was less by a sixth than the *bill delivered*, the solicitor was to pay the costs of taxation. The *bill delivered* was that to which regard was to be had, unless the taxing master had certified any circumstances specially. In the present case he had not done so, and more than one-sixth had been taxed off the bill delivered. The solicitor, therefore, must pay the costs of the taxation. COTTON, L.J., said that the question turned on the construction of

section 37. The question was, What was the bill delivered? No bill had been delivered as to the £78. The bill delivered consisted of items amounting to £83. His lordship could see no special circumstances as between the solicitor and the applicant for the taxation, and he could see no ground for making him pay the costs of the taxation, because there were special circumstances as between the solicitor and the executors. LINDLEY, L.J., thought it impossible to say that a bill had been delivered of the £78. The bill required by section 37 was a bill of fees, charges, and disbursements. There was not any bill as to the £78; it was only an offer to take a sum less than the amount of the bill. There was no signed bill for £78.

On the same day a similar question arose in a case of *In re Paull* under somewhat different circumstances. The application was made by executors for the delivery and taxation of the bill of costs of the solicitor whom they had employed in matters relating to the administration of their testator's estate. The bill delivered under the order contained items amounting to £361 19s. 2d., and the taxing master disallowed items amounting to £81 3s. 8d., thus reducing it to £280 15s. 6d. And in his certificate he found that the solicitor had only claimed the sum of £320 16s. 6d., and, the taxed bill not being less by one-sixth than the £320 16s. 6d., he held that the clients must pay the costs of the taxation. Objections to the taxation were carried in on behalf of the clients, one of them being that more than one-sixth had been taxed off the bill delivered, and that the solicitor ought therefore to pay the costs of the taxation. In his answer to this objection the taxing master said that "the solicitor stated an account with his clients, and in it gave credit for a sum of £320 16s. 6d., his costs for work done for them, but he delivered no detailed bill of costs with the account. In pursuance of the order the solicitor delivered bills of costs amounting to £361 19s. 2d., but he claimed as before £320 16s. 6d. only. I am of opinion that I ought not to disregard the fact that the solicitor's claim has never been £361 19s. 2d., the amount of the bill delivered, but £320 16s. 6d. only, and that, in considering the disallowances, he was entitled to have it considered that £41 2s. 8d. had been voluntarily abandoned, and should be deducted from the disallowances, so reducing them to £40 1s., which is not one-sixth of the amount claimed by him, and I decided that, on that footing, the solicitor is entitled to the costs of the taxation, not including, however, any costs relating to the order for delivery of the bill." PEARSON, J. (*ante*, p. 550), held that the one-sixth must be calculated with reference to £361 19s. 2d., the amount of the bill delivered, and that the solicitor must therefore pay the costs of the taxation. This decision was affirmed by the Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.). BAGGALLAY, L.J., said that the court could not go behind the order for taxation, and must consider the bill delivered as amounting to £361 19s. 2d., and, that being so, more than one-sixth had been taxed off. But he thought that the taxing master had certified circumstances specially which brought the case within the proviso in section 37, and relieved the court from the necessity of adhering strictly to the rule of one-sixth as to the payment of the costs of the taxation. But, taking those circumstances into consideration, he saw no reason for deviating from that rule. It would be a very serious thing if a solicitor could deliver a bill exceeding by more than one-sixth the amount which he would be allowed on taxation, and then, by offering to take a less sum, but still a sum more than would be allowed on taxation, could throw the costs of the taxation on the client. In the present case Pearson, J., had said that nothing improper could be imputed to the solicitor, and his lordship saw no reason for differing from that conclusion. COTTON, L.J., said that the order appealed from was right, unless the court had a discretion by reason of special circumstances. And, if the court was to exercise a discretion, he thought it would be wrong to throw the costs of the taxation on the clients who had successfully taxed the bill. Following the ordinary rule, the unsuccessful party ought to pay the costs of the taxation. LINDLEY, L.J., was of opinion that the taxing master had "certified circumstances specially" which gave the court a discretion. Pearson, J., had exercised that discretion, and he saw no reason for differing from his decision.

As the two appeals raised substantially the same question, the court desired to hear them both argued before giving judgment on either. The counsel for the solicitor in *In re Paull* contended that, by reason of the provisions of section 17 of the Judicature Act, 1873, and rule 1 of order 65 of the R. S. C., 1883, which provide that, with certain specified exceptions, "the costs of and incident to all proceedings in the Supreme Court shall be in the discretion of the court," the hard and fast rule of section 37 of the Act of 1843 as to the costs of a taxation has been in effect repealed, and the court has now in all cases a discretion as to the costs of the taxation. Reliance was placed on *Garnett* v. *Bradley* (26 W. R. 698, L. R. 3 App. Cas. 944), *Ex parte Mercers' Company* (27 W. R. 424, L. R. 10 Ch. D. 481), and other similar cases. The COURT said that, as they were of opinion that in *In re Paull* there was a decision under the proviso in section 37 of the Act of 1843, it was unnecessary to decide this point, though COTTON, L.J., intimated doubts as to the correctness of the decision in *Ex parte Mercers' Company*, and similar cases.—COUNSEL, in *In re Carthew, Kekewich*, Q.C., and *Badcock; Bowen*, Q.C., and *Vernon R. Smith*. In *In re Paull, Byrne; Vernon R. Smith*. SOLICITORS, in *In re Carthew, Gregory, Rowcliffes, & Co.* In *In re Paull, Whitakers & Woolbert; Peacock & Goddard*.

VENDOR AND PURCHASER—PURCHASER IN POSSESSION BY TITLE OTHER THAN THE CONTRACT OF SALE—PAYMENT INTO COURT.—In the case of *Waller* v. *Glenn*, before Chitty, J., on the 25th ult., a motion was made by the plaintiff, a vendor, for an injunction to restrain the defendant, the purchaser, from remaining in possession of the purchased property, or for an order directing him to pay the purchase-money into court, and for a receiver of the rents and profits. It appeared that the purchaser was at the date of the contract in possession of the property as tenant of the vendor and had paid the deposit; had since continued in possession, but had never paid the remainder of the purchase-money. CHITTY, J., following *Bonner* v. *Johnston* (1 Mer. 366), said that, as the purchaser was apparently in possession by some other title than the contract, he could not direct payment into court of the purchase-money. He would, however, make an order appointing a receiver of the rents and profits.—COUNSEL, *Grosvenor Woods*. SOLICITORS, *West, King, Adams, & Co.*

PRACTICE—MORTGAGOR AND MORTGAGEE—FORECLOSURE—JUDGMENT IN DEFAULT OF PLEADING—INSUFFICIENT SECURITY—IMMEDIATE SALE—CONVEYANCING ACT, 1881, s. 25.—In the case of *Charlewood* v. *Hammer*, before Chitty, J., on the 26th ult., being an action for foreclosure or sale, and the defendant having appeared to the writ but delivered no statement of defence, the plaintiff moved for judgment in default of pleading. It appeared that the security was clearly deficient, and the plaintiff asked for an account and for leave to sell unless the defendant redeemed within ten days after the chief clerk's certificate. CHITTY, J., said that under the Conveyancing Act, 1881, s. 25, an order could be made for immediate sale without any time to redeem, and the plaintiff therefore was entitled to the order he asked for.—COUNSEL, *H. S. Theobald*. SOLICITORS, *Walls, Abbott, & Martin*.

PARTITION ACT, 1868 (31 & 32 VICT. c. 40), s. 8—SALE OUT OF COURT.—In the case of *Strugnell* v. *Strugnell*, before Chitty, J., on the 26th ult., being a partition action, the question arose whether the court had jurisdiction under the Partition Act, 1868, s. 8, to authorize trustees to sell out of court, notwithstanding that such trustees under the instrument of their appointment had no power of sale, and there were persons interested who were not *sui juris*. *Chubb* v. *Pettipher* was referred to, where Malins, V.C., appeared to have made an order as asked for in the present case (Seton on Decrees, 4th ed., p. 1009), but the registrar drew attention to the unreported case of *Baker* v. *Baker* (Hall, V.C., May 10, 1879) where Hall, V.C., declined to follow *Chubb* v. *Pettipher*. *In re Harvey's Settled Estate* (30 W. R. 697, L. R. 21 Ch. D. 123) was cited, being a case under the Settled Estates Act, 1877, s. 16, where Hall, V.C., declined to direct a sale out of court where there were infants. CHITTY, J., said he agreed with Hall, V.C. To direct trustees to sell where there was a power of sale was a wholly different thing from giving trustees a power of sale. Supposing there were no trustees, would the plaintiff be allowed to sell out of court? He certainly would not be allowed to do so, and the same reasons for not allowing the plaintiff to so sell would apply to trustees without a power of sale. It was to be observed that a sale under the court did not much increase the expense, and the late Master of the Rolls used to observe that any additional expense was more than compensated for, and that it was worth while selling under the court as a better price was got. The parties not *sui juris* were entitled to the protection of the court. Following *Baker* v. *Baker*, he should direct a sale in the usual way.—COUNSEL, *E. Ford*. SOLICITORS, *Gosling, Ingleby, & Beak*.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates were successful at the preliminary examination held on the 9th and 10th of July, 1884:—

Adams, Thomas George
Allen, Frederick Joseph
Allen-Olney, Harvey Boyle
Ashby, Gerald Sorton
Attenborough, Thomas
Avery, Benjamin
Ayrton, John
Backhouse, Herbert Eustace Percy
Bailey, Harold Ormrod
Barham, Cornelius Herbert
Barker, William Chalmers
Bedwell, Hugh
Bennett, Norman
Beningfield, Ellington Nicholas
Bevan, Percy
Blades, Henry Dawson
Bone, Edward Henry
Bordman, Emanuel Linden
Bromley, Rupert Fitzroy
Broughton, Urban Richard
Bugg, Arthur Sadler
Burke, Patrick
Carter, Norton
Chadwick, Walter Alfred
Charlesworth, Charles Percy
Clark, James Maslin
Clarke, Robert Frederick
Clarke, Thomas William
Clarkson, Martin
Colocott, James
Craster, Herbert Vaughan
Crawshay, Charles Herbert
Cunningham, William Doveton
Dauney, Arthur William
Davies, Albert Orlando
Davies, Ernest Franklyn
Davies, George Duke
Desborough, Montague William
Ellis-Fermor, Ernest Joseph
Evans, William George Eaton
Eve, Charles Henry
Fearon, John Francis
Fish, George Alfred Briggs
Flamank, Sydney Walkom
Foulkes-Jones, John Williams
Fowle, James Rogers George
Furniss, Austin
Gardiner, Walter Dorylas
Gascoigne, Frederick Middleton
Gill, Benjamin Kemp
Godwin, Alfred
Goucher, Thomas Boden
Graham, John Kitching
Gray, Charles Herbert
Greatwood, Henry Francis Ross
Halford, Harry Sebastian
Hall, Alfred Greaves
Hansbrow, George Montgomery
Harries, E. C.
Harris, William Edwin

Harrison, Henry Lawrence
Henderson, William
Higgon, James
Holt, Herbert James Whittell
Holt, James William
Hurst, John Gibbard
James, Charles Mesham
Jennings, Edwin
Johnson, Joseph Edwin
Jones, Ernest Heys
Jones, Herbert Charlton
Jones, John David Valentine
Julian, Thomas William
Keene, Thomas Mann
Kermish, William Maltby
Kempthorne, Frederick Howell
Kock, Gilbert Arnold
Leach, Robert
Lean, Samuel Roscarroch
Livesey, Joseph Robert
Longland, Josiah
Lowe, Cuthbert Joseph
Lumley, Claude Basil
McAlpin, Kenneth
Mathias, Faulkner Lloyd
Marsden, Charles Westall
Marsh, Frank
Martin, Alan Scott
Mason, George Percival
Merryweather, Ernest James
Milne, Robert Duff
Milvain, Alfred
Morgan, Percy John
Morris, Frank William
Mote, Frederick John
Nicholson, Edwin John
Noble, Ernest William
Norris, Joseph Francis
Ogden, Michael Guy
Orr, John Williams
Parsons, Richard
Pearson, Mortimer Henry
Perry, Charles
Pope, Edwin Charles
Price, Henry Fitzharding
Purvis, James Edwin
Rainey, Hugh Hindley
Richards, Philip Howden
Robinson, Harry
Rodgers, Marshall Prime
Rowlands, Rolla
Russell, Arthur Llewellyn
Scott, Henry Charles Walter
Scarley, Frank
Simmons, Harold Solomon
Sisterson, John
Slade, Evan Martin
Smale, Harry Edgar
Smith, Harry Opie
Snowdon, Robert Gilbert
Southwell, Harry Glanville
Spackman, Walter James
Spencer, Arthur
Steavenson, Francis Raymond
Stephenson, Arthur Henry
Strange, Ellis
Standring, Thomas
Strouts, Harry Frederick
Taylor, Arthur Whitcombe
Taylor, Richard Walton
Tewson, Harry Theodore
Thomas, David William Evan
Thomas, Richard Lloyd
Tildesley, Arthur
Tomkins, Harry Gordon
Tucker, Ernest Henry
Tuely, Seymour
Turner, Arthur
Turner, Herbert Dickinson
Turner, William Joseph
Vaughan, Ernest Wentworth
Walker, Hubert Arnold
Walsh, Frederick Albert
Walters, Henry
Ward, Charles Albert John
Watson, George
Weeks, Herbert Arthur
Wilberforce, Alec Basil Edward
Woodham, John Nash
Wright, Isaac Hodgson

LEGAL APPOINTMENTS.

Mr. Samuel Home, solicitor, of Llanelly, has been appointed Registrar of the Swansea County Court (Circuit No. 30), and District Registrar under the Judicature Acts, in succession to Mr. John Jones, deceased. Mr. Home graduated LL.B. at the University of London in 1869, and he was admitted a solicitor in 1871. He is solicitor to the Llanelly Local Board and to the Llanelly Harbour Commissioners.

Mr. Henry Creed, solicitor, of Reading, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. D'Arcy Bedingfield Collyer, solicitor, of Reepham, and of 26, Leadenhall-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Justice.

Mr. Henry Fielding Dickens, who has been appointed one of the Revising Barristers for the County of Kent, is the son of the late Mr. Charles Dickens. He was formerly Scholar of Trinity Hall, Cambridge, where he graduated as a Wrangler in 1872. He was called to the bar at the Inner Temple in Michaelmas Term, 1873, and he practises on the South-Eastern Circuit and at the Kent Sessions. Mr. Dickens was appointed Recorder of the borough of Deal about a year ago.

Mr. William Salvin Siddall, of Otley, Yorkshire, solicitor, who was admitted in 1877, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. R. A. Rundle, solicitor (Rundle & Hobrow), of 80, Coleman-street, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. George Thatcher, solicitor, of 19, Bennet's-hill, Doctor's-commons, London, has been appointed Solicitor to the Royal College of Veterinary Surgeons. He was admitted in December, 1867.

During the hearing of unopposed motions before Baron Huddleston and Mr. Justice Hawkins on the 24th inst., two counsel rose at the same time, when one, observing that he was the senior, claimed to be heard first. The learned baron intimated that in the case of Queen's Counsel precedence was given to the senior, but he always understood, with regard to junior counsel, it was the custom to start from the middle of the second row, and to proceed first to the right of the bench, and afterwards to the left. After some consultation between the judges and the master in attendance it was decided that such was the established usage in moving *ex parte*.

NEW ORDERS, &c.

THE PATENTS ACT, 1883.

The Board of Trade, with the consent of the Treasury, have made the following reduction relating to certain fees prescribed by the second schedule of the Patents, Designs, and Trade-Marks Act, 1883. In the case of patents granted before the commencement of the said Act, a patentee who has paid the prescribed fee of £50, before the end of four years from the date of his patent, may, in lieu of the prescribed fee of £100 payable before the end of seven years from such date, pay the following annual fees:—Before the end of the seventh year from the date of the patent, £10; eighth year, £10; ninth year, £10; tenth year, £15; eleventh year, £15; twelfth year, £20; thirteenth year, £20. This reduction shall come into operation on the 1st day of August, 1884.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 17.—*Bills Read a Second Time.*

Naval Enlistment.
New Parishes Acts and Church Building Acts Amendment.

Bills in Committee.

Bishopric of Bristol.
Building Societies Acts Amendment.

Bills Read a Third Time.

Private Bills.—Birmingham Compressed Air Power Company; South-Eastern Railway (Various Powers).

July 18.—*Bills in Committee.*

Summary Jurisdiction (Repeal, &c.).
Naval Enlistment.

Bills Read a Third Time.

Private Bills.—Earl of Aylesford's Estates; Burryport and North-Western Junction Railway; Cleveland Extension Mineral Railway; Taff Vale Railway; Bishop's Castle Extension to Montgomery Railway.
Supreme Court of Judicature Act Amendment.
Building Societies Acts Amendment.

Bill Read a Second Time.

Yorkshire Registries.

Bill in Committee.

Elections (Hours of Poll).

Bills Read a Third Time.

Private Bills.—Lower Thames Steam Ferries; London and North-Western Railway; Great Western Railway (No. 2); Eastern Bengal Railway.
New Parishes Acts and Church Building Acts Amendment.
Naval Enlistment.
Bishopric of Bristol.

July 22.—*Bills Read a Second Time.*

Naval Discipline Act (1866) Amendment.
Reformatory and Industrial Schools (Manx Children).

Bills Read a Third Time.

Private Bills.—Uxbridge and Rickmansworth Railway; Wright's Patent; Coventry and Districts Tramways; Wirral Railway; Metropolitan Board of Works (Various Powers); Cardiff Corporation.
Elections (Hours of Poll).
Summary Jurisdiction (Repeal, &c.).

July 24.—*Bills Read a Third Time.*

Private Bills.—Earl of Devon's Estate; Leominster and Bromyard Railway; West Lancashire Railway (Extensions); Liverpool, Southport, and Preston Junction Railway; Hendon Railway; Blackpool Railway; Metropolitan Board of Works (Thames Crossings).

New Bill.

Bill for the codification of the law of arbitration (Lord Bramwell).

July 25.—*Bill Read a Second Time.*

Contagious Diseases (Animals).

Bills Read a Third Time.

Naval Discipline Act (1866) Amendment.
Manx Reformatory and Industrial Schools.

July 28.—*Royal Assent.*

The Royal Assent was given by Commission to the following Bills:—Licensing (Evidence); Elections (Hours of Poll); Naval Discipline; Royal Military Asylum, Chelsea (Transfer); and sixty-three other Bills.

Bill Read a Second Time.

Naval and Greenwich Hospital Pensions.

Bills in Committee.

Yorkshire Registries.
Strensall Common.

HOUSE OF COMMONS.

July 16.—*Bills Read a Third Time.*

Naval Discipline Act (1866) Amendment.
Benefices (Tiverton Portions) Consolidation Amendment.

New Bills.

Bill to remove doubts as to the powers of the Secretary of State in relation to the altering, enlarging, rebuilding, and building of prisons, and appropriating any building as a prison (Mr. Hibbert).

Bill to continue certain Turnpike Acts and to repeal certain other Turnpike Acts, and for other purposes connected therewith (Mr. G. Russell).

July 17.—*Bills Read a Second Time.*

East Indian Unclaimed Stocks.
Naval and Greenwich Hospital Pensions.

Bills Read a Third Time.

Private Bills.—Malvern Hills; South Stockton Local Board; Swansea (Corporation) Water.
Public Libraries Acts Amendment.
Reformatory and Industrial Schools (Manx Children).

July 18.—*Bills Read a Second Time.*

Prisons.
Turnpike Acts Continuance.
Metropolitan Board of Works (Money).

Bill Read a Third Time.

Naval and Greenwich Hospital Pension.

Bills Read a Second Time.

Private Bills.—Folkestone Pier and Lift; Golden Valley Railway (Hay Extension).
Indian Marine.

Bill in Committee.

Metropolitan Board of Works (Money).

Bills Read a Third Time.

Private Bills.—Clacton-on-Sea Special Drainage District, Liskeard and Caradon Railway; Maryport District and Harbour; Neath Harbour; North Cornwall Railway.
Turnpike Acts Continuance.
Contagious Diseases (Animals) Act, 1878 (Districts).

July 22.—*Bill Read a Third Time.*

Private Bill.—West Worthing Water and Baths.

July 24.—*Bills in Committee.*

Public Works Loans.
Prisons.

Bills Read a Third Time.

Private Bill.—Northampton Water.
Municipal Elections (Corrupt and Illegal Practices).

July 25.—*Bills Read a Second Time.*

Military Pension and Yeomanry Pay.
Naval Enlistment.
Prosecution of Offences.
Revenue.
Building Societies Acts Amendment.

Bill in Committee.

Infants.

July 28.—*Bills Read a Second Time.*

Private Bills.—Bristol Corporation (Docks Purchase); Great Western Railway and Bristol and Portishead Pier and Railway Company.
Chartered Companies.

Bills Read a Second Time.

Expiring Laws Continuance.
Metropolitan Asylums Board (Borrowing Powers).

Bills in Committee.

Prosecution of Offences.
Building Societies Acts Amendment (also read a third time).

Bills Read a Third Time.

Private Bill.—Winwick Rectory.
Metropolitan Board of Works (Money).
Supreme Court of Judicature Amendment.
Public Works Loans.
Naval Enlistment.

July 29.—*Bills Read a Second Time.*

Private Bills.—Earl of Aylesford's Estates; Bristol Corporation (Docks Purchase).

Bills Read a Third Time.

Private Bills.—Plymouth, Devonport, and South-Western Junction Railway; Devon and Cornwall Central Railway; Brighton Improvement.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in attendance on

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Aug.	4	Mr. Merivale	Mr. Pemberton	Mr. Pugh
Tuesday	5	King	Ward	Lavie
Wednesday	6	Merivale	Pemberton	Pugh
Thursday	7	King	Ward	Lavie
Friday	8	Merivale	Pemberton	Pugh
Saturday	9	King	Ward	Lavie
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Aug.	4	Mr. Farrer	Mr. Clowes	Mr. Carrington
Tuesday	5	Teesdale	Koe	Jackson
Wednesday	6	Farrer	Clowes	Carrington
Thursday	7	Teesdale	Koe	Jackson
Friday	8	Farrer	Clowes	Carrington
Saturday	9	Teesdale	Koe	Jackson

OBITUARY.

SIR LAWRENCE PEEL.

The Right Hon. Sir Lawrence Peel, D.C.L., many years Chief Justice of Bengal, died at his residence, Garden Reach, Ventnor, on the 22nd ult., in his eighty-fifth year. Sir L. Peel was the son of Mr. Joseph Peel, and was born in 1799. He was educated at St. John's College, Cambridge, where he graduated B.A. in 1821, and M.A. in 1824. He was called to the bar at the Middle Temple in Easter Term, 1824. He was formerly a member of the Northern Circuit, but he afterwards emigrated to Calcutta. He was for several years Advocate-General for the Bengal Presidency, and in 1842 he was appointed Chief Justice of the Supreme Court of Judicature at Calcutta, and received the honour of knighthood. He was also for a short time Vice-President of the Legislative Council of Bengal. In 1855 he retired on a pension, and, on his return to England, he became a director of the East India Company, and he was also appointed an Indian assessor to the Privy Council. For about twenty years he regularly attended the sittings of the Judicial Committee, and he had decided many important Indian and ecclesiastical appeals. Sir L. Peel was an honorary D.C.L. of the University of Oxford, and a bencher of the Middle Temple, of which society he was treasurer in 1866. He was the author of a memoir of his cousin, the late Sir Robert Peel, and he frequently addressed letters to the *Times* upon legal topics.

LEGAL NEWS.

We are informed that Mr. R. T. Reid, Q.C., has not yet been officially appointed counsel to the Incorporated Law Society.

The *Illustrated London News* says that the will of Mr. Judah Philip Benjamin, Q.C., was proved on the 28th ult. by John George Witt and Lindsey Middleton Aspland, the executors, the value of the personal estate exceeding £60,000.

At the opening of the Liverpool Assizes Mr. Justice Cave is reported to have said that it had recently been determined at an assembly of all the judges that no cause entered for trial at any town should be left untried, and, so far as he was concerned, that resolution should always be carried out.

The London correspondent of the *Manchester Guardian* says that questions have arisen as to how the £78,000 of surplus fees in the Chancery Court of the County Palatine of Lancaster could be disposed of. It appears that technically these fees belong to the Queen in right of her Majesty's Duchy, and she is at liberty to dispose of this large surplus according to her pleasure; but there is, it seems, no reason whatever to doubt that the Queen would be willing to place her interest in this surplus at the public service, to be used in furthering the administration of justice. It is held by high authorities that, as matter of principle, there ought to be no such surplus, because fees should not be so high as to create a surplus—at all events, not of this magnitude. If, therefore, it were desired that this sum of £78,000 should be appropriated towards the provision of a salary sufficient to maintain an extra chancery judge of the Supreme Court, it is said that it will be necessary to obtain the Royal sanction to the scheme, and that an Act of Parliament should be passed extending the jurisdiction of the County Palatine Chancery Court, or abolishing it altogether and providing authority for the appointment and sittings of the new judge.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

British Electric Light Company, Limited.—Petition for winding up, presented July 24, directed to be heare before Bacon, V.C., on Aug 2. Cole and Rodyk, Mincing lane, solicitors for the petitioner

Colford Hematite Iron Ore Company, Limited.—Creditors are required, on or before Sept 1, to send their Christian names and surnames, addresses and descriptions, and the full particulars of their debts or claims, to Richard Alabaster, 2, Guildhall chbrs, Basinghall st. Monday, Oct 27, at 12, is appointed for hearing and adjudicating upon the debts and claims

French Electeical Power Storage Company, Limited.—Petition for winding up, presented July 22, directed to be heard before Bacon, V.C., on Aug 2. Snell and Co, George st, Mansion House, solicitors for the petitioners

Gold Mining Association of Canada, Limited.—Petition for winding up, presented July 21, directed to be heard before Pearson, J., on Saturday, Aug 2. Dixon, Lancaster House, The Savoy, solicitor for the petitioner

Matacong and North-West African Company, Limited.—Petition for winding up, presented July 24, directed to be heard before Chitty, J., on Aug 2. Whitehead, New sq, Lincoln's inn, agent for Milward and Co, Birmingham, solicitors for the petitioner

Mirror Laundry Company, Limited.—Kay, J., has by an order, dated July 11, appointed Herman Joseph Lescher, 1, Prince's st, Bank, to be official liquidator

Mirror Laundry Company, Limited.—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Herman Joseph Lescher, 1, Prince's st, Bank. Monday, Oct 27, at 12, is appointed for hearing and adjudicating upon the debts and claims

Olathe Silver Mining Company, Limited.—Pearson, J., has fixed Aug 5, at 12, at his chambers, for the appointment of a provisional official liquidator

Samara Sugar Estate and Refinery Company, Limited.—Petition for winding up, presented July 21, directed to be heard before Bacon, V.C., on Saturday, Aug 2. Hanhart and Gillman, Southampton st, Bloomsbury sq, solicitors for the petitioner

SHUTTLEWORTH AND CHAPMAN, LIMITED.—Petition for winding up, presented July 23, directed to be heard before Chitty, J., on Saturday, Aug 2. Clapham and Fitch, Bishopsgate Without, solicitors for the petitioner

UNITED KINGDOM BOAT AND FISHERMEN'S ACCIDENT INSURANCE COMPANY, LIMITED.—Chitty, J., has by an order, dated May 15, appointed Frederick Bertram Smart, 53, Cannon st, to be official liquidator

UNITED KINGDOM BOAT AND FISHERMEN'S ACCIDENT INSURANCE COMPANY, LIMITED.—Creditors are, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, 53, Cannon st. Monday, Oct 27, at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, July 25.]

FAURE ELECTRIC ACCUMULATOR COMPANY, LIMITED.—By an order made by Bacon, V.C., dated July 19, it was ordered that the voluntary winding up of the company be continued. Snell and Co, George st, Mansion House, solicitors for the petitioners

PARIS SKATING RINK COMPANY, LIMITED.—Petition for winding up, presented July 28, directed to be heard before Chitty, J., on Saturday, Aug 9. Jerome and Co, Tokenhouse yd, solicitors for the petitioners

PEOPLE'S INDUSTRIAL ACCIDENT INSURANCE COMPANY, LIMITED.—Petition for winding up, presented July 28, directed to be heard before Pearson, J., on Aug 6. Galmoye and Co, Chancery lane, solicitors for the petitions

PILLANS AND COMPANY, LIMITED.—By an order made by Bacon, V.C., dated July 19, it was ordered that the company be wound up. Turner and Son, King st, Cheapside, solicitors for the petitioner

RIVERS PURIFICATION ASSOCIATION, LIMITED.—Petition for winding up, presented July 29, directed to be heard before Chitty, J., on Aug 9. Sutton and Omanney, Great Winchester st, solicitors for the petitioner

UNITED TRAMWAYS (IRELAND) CORPORATION, LIMITED.—By an order made by Kay, J., dated July 18, it was ordered that the corporation be wound up. Davis, Craig's ct, Charing cross, solicitor for the petitioner

WELLS AND CO., LIMITED.—Chitty, J., has by an order, dated June 11, appointed Walter Samuel Oxborrow, 32, Queen Victoria st, to be official liquidator. Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Oct 27, at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, July 29.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

NEW FERRY BRICK AND TILE COMPANY, LIMITED.—By an order made by the Vice-Chancellor, dated July 14, it was ordered that the voluntary winding up of the company be continued. Mather, Liverpool, solicitor for the petitioners

SOUTHPORT AND WEST LANCASHIRE BANKING COMPANY, LIMITED.—Petition for winding up, presented July 23, directed to be heard by the Vice-Chancellor at St George's Hall, Liverpool, on Tuesday, Aug 5. Brabner and Court, Liverpool, solicitors for the petitioner

[*Gazette*, July 25.]

FRIENDLY SOCIETIES DISSOLVED.

ALL SOULS CATHOLIC YOUNG MEN'S FRIENDLY SOCIETY, Collingwood st, Liverpool. July 21

[*Gazette*, July 25.]

SUSPENDED FOR THREE MONTHS.

FRIENDLY SOCIETY OF SAMARITANS, Scarsdale Arms Inn, Weston under Wood, Derby. July 25.

[*Gazette*, July 29.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

BACON, THOMAS MICHAEL, Gt Queen st, Lincoln's inn fields, Hotel Keeper. July 31. Bacon v Bacon, Pearson, J. Romer, St Helen's place, Bishopsgate st

SHUBOTHAM, JOHN, Newcastle, Cattle Dealer. Aug 11. Griffith v Shubotham, Chitty, J. Dutton, Newcastle

[*Gazette*, July 11.]

A'COURT, RICHARD, Graham rd, Dalston, Builder. Sept 1. A'Court v A'Court, Chitty, J. Warburton, West st, Finsbury circus

RUNDLE, WILLIAM, Queen's rd, Battersea. Aug 1. Smith v Rundle, Bacon, V.C. Cotton, Lincoln's inn fields

SHIELDS, JOHN, Kirby Thore, Westmoreland. Aug 29. Graham v. Horn, Chitty, J. Shepherd, Appleby

[*Gazette*, July 18.]

COURTIER, WILLIAM ANDERSON, Holland st, Clapham rd, Gent. Aug 8. Coles v Courtier, Bacon, V.C. Barnard, Westminster Bridge rd

[*Gazette*, July 22.]

CUTLER, MATTHEW TURNER, Barrow in Furness, Lancaster. Sept 1. Cutler v Cutler, Bacon, V.C. Thompson, Barrow in Furness

GOLDFINCH, GEORGE, Plymouth, Captain in Royal Navy. Oct 25. Burridge v Burridge, Kay, J.

KERRY, GEORGE, Newmarket All Saints, Shoeing Smith. Sept 30. Bocock v Kerry, Pearson, J. Button, Newmarket

SMITH, SAMUEL, Swinefleet, York, Gent. Aug 29. Smith v Thompson, Chitty, J. England, Goole

[*Gazette*, July 25.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ALCOCK, JOHN THOMAS, Newcastle upon Tyne, Esq. Aug 23. Alcock, Sunderland

BIGGS, ELIZABETH, Birmingham. Aug 20. Milward and Co, Birmingham

BLANCHARD, RICHARD, Kingston upon Hull, Gent. Aug 30. Swift and Ashington, Sheffield

BURROUGHS, WILLIAM NORTON, Great Yarmouth, Gent. Aug 16. Clowes, Attleborough

DAVIES, HENRY, Oswestry, Salop, Solicitor. Aug 1. Davies and Jackson, Oswestry

DEATHE, SAMUEL, Liscard, Chester. Aug 9. Wright and Co, Liverpool

DRAPER, THOMAS, Bewdley, Worcester, Gent. Sept 1. Gardner, Bewdley

DRYSDALE, RICHARD, Liverpool. Aug 9. Wright and Co, Liverpool

ETHERINGTON, ANN, Sunpasture cottages, near Aycliffe, Durham. Aug 7. Archer, Stockton on Tees

FIELD, WILLIAM, Sherbrooke rd, Salisbury Estate, Fulham, Retired Stationer. Aug 10. Godfrey and Robertson, Chancery lane

FREEMAN, Colonel THOMAS INIGO WICKHAM, Bath. Aug 11. Bowlings and Co, Strand

HACKETT, SOPHIA DOROTHY, Devonshire rd, Holloway. Aug 7. Carter and Bell, Idol lane, Eastcheap

HAMILTON, Lieutenant-Colonel ROBERT WILLIAM, Cadogan sq. Aug 31. Markby and Co, New sq, Lincoln's inn

HERBERT, HENRY, Bootle, Cumberland, Yeoman. Aug 6. Butler, Broughton in Furness

HOLE, ROBERT CHARLES, Wilmslow, Chester, Gent. Aug 20. Earle and Co, Manchester

HUDSON, WILFRED, Sheffield, Metal Smith. Sept 1. Clegg and Sons, Sheffield

JAMES, WILLIAM EDWARD ASHTON, Carlisle, Cumberland. Aug 1. Williams and Co, Lincoln's inn fields

JOHNSON, WILLIAM, Lewisham, Kent, Gent. July 30. Johnson, Liverpool

LINAKER, LOUISA AGNES, Liverpool. Aug 9. Wright and Co, Liverpool

MUFFETT, CHARLES, Bromley, Kent. Aug 30. Vanderpump, Gray's inn sq, for Burt, Hastings

NEILSON, ANN, Liscard, Chester. Aug 9. Wright and Co, Liverpool

OLIVER, ROYSTON, Fallowfield, Lancaster. Aug 7. Slater and Co, Manchester

PIGGOTT, CHRISTOPHER, Limmerston st, Chelsea, Builder. Aug 30. Cole, Salisbury st, Strand

PIPER, SARAH, West Brighton. Aug 12. Lewin and Co, Southampton st, Strand

PITCHER, MARY ANGELINA, Bosbury, Hereford. Aug 1. Parker, Worcester

REVELL, JONATHAN, Liverpool, Lodging-house Keeper. Aug 14. Bremner and Co, Liverpool

RICKARD, FRANCIS CHARLES, Devonport, Gent. Aug 9. Hutchings, Devonport

ROCHFORT, Colonel WILLIAM COWPER, Southsea. Aug 12. Gastrell, Lincoln's inn fields

TAYLOR, WILLIAM, Hanwell, Middlesex, General Merchant. Aug 20. Woodbridge and Sons, Clifford's inn

THOMAS, JOSEPH, Tenby, Pembroke, Cabinet Maker. Aug 16. Lock, Tenby

TINNE, JOHN ABRAHAM, Briarley Aigburth, near Liverpool, Esq. Sept 1. Garnett and Tarbet, Liverpool

TURNBULL, JOHN, Bartholomew rd, Kentish Town, Gent. Aug 18. Wheatley and Son, New inn, Strand

WILKINSON, RICHARD, Padiham, Lancaster, Labourer. Aug 8. Fletcher, Blackburn

WITHINGTON, CHARLES, Pendleton, near Manchester, Surgeon. Oct 30. Withington and Co, Manchester

WURR, HENRY, Hornsey park rd. Aug 11. Edwards, St Helen's place

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ADAMS, THOMAS, Milton, Hants, Carpenter. Aug 14. Moore and Co, Lymington

BAKER, FRANCES WISE, Maidstone. July 31. Beale and Co, Maidstone

BARTENSTEIN, AUGUSTE EMILE HERMANN, Gratton ter, Brook Green, Clerk. Aug 12. Selim, Mincing lane

BLAKE, JOHN JOSEPH, Bramerton, Norfolk, Gent. Aug 11. Blake, Norwich

BROWN, DANIEL, Epping, Essex, Farmer. Sept 1. Windus and Trotter, Epping

BURDON, GEORGE, Heddon House, Northumberland, Esq. Aug 30. Leadbitter and Harvey, Newcastle upon Tyne

BUTLER, MARY, Tenby, Pembroke. Aug 2. Davies and Co, Haverfordwest

CHALKLEN, ISAAC, Gillingham, Kent, Grocer. Aug 30. Greathead, Rochester

CHERRY, RICHARD, Halifax. Aug 1. Stansfeld, Halifax

CLARK, THOMAS, Saddington, Leicester, Grazier. Aug 15. Miles and Co, Leicester

DIXON, SAMUEL, Bradford, York, Canal Carrier. Sept 1. Weatherhead and Burr, Bingley

DOUGLAS, SUSAN, Ladbroke crescent, Notting Hill. July 31. Chapman, London Wall

ELLIS, SARAH, Sheffield. Aug 5. Vickers and Co, Sheffield

FLEET, FRANCIS, Aylesbury, Buckingham, Carpenter. Aug 12. Fell

FOALE, PHILLIPS, Blackawton, Devon. Oct 10. Smith, Dartmouth

FORTH, JOHN, St Mary's rd, Harlesden, Gent. Aug 1. Bartley and James, Somerset st, Portman sq

FOWLER, CHARLES, Pinner's Hall ct, Old Broad st, Merchant. Aug 16. Hollams and Co, Mincing lane

GARSIDE, JAMES, Holmfirth, York, Ironmonger. Sept 1. Hoeley, Holmfirth

GILMAN, JANE SARAH, Markham sq, Chelsea. Aug 5. Tolhurst and Co, Gravesend

GRANT, WILLIAM, Worthing, Schoolmaster. Aug 16. Verrall, Worthing

HAM, READ HILLS CHARLES, Thorpe, Norwich, Commercial Traveller. Aug 15. Miller and Co, Norwich

HINDS, MARY MERCY, Clifton, Bristol. Aug 15. Cooke and Co, Bristol

KERSHAW, JANET, Westhoughton, Lancaster. Aug 15. Hope, Atherton

KNIGHT, GEORGE HENRY, Syston, Leicester, Cattle Dealer. Sept 1. Berridge and Miles, Leicester

MCCLIVE, WILLIAM, Liverpool, Wine Merchant. Aug 20. Harris and Gorst, Liverpool

MILLER, GEORGE, Ecclesfield, York, Gent. Aug 15. Wightman and Nicholson, Sheffield

PEASE, THOMAS, Westbury upon Trym, Gloucester. Sept 1. Pease, Bristol

POTTER, JOHN, Tebay, Westmorland, Yeoman. Sept 1. Thomson and Wilson, Kendal

RAITT, PERCY CLINTON, Hordle, Hants, Lieutenant Royal Navy. Aug 14. Moore and Co, Lymington

RAWLINS, BARBARA ANN, Beaminster, Dorset. Aug 14. Moore and Co, Lymington, Hants

RAWLINS, JAMES, Beaminster, Dorset, Gent. Aug 14. Moore and Co, Lymington, Hants

WALLIS, ALBINA, Winthpore, Nottingham. Aug 30. Pratt and Hodgkinsons, Newark upon Trent

YOUNG, LYDIA, Gamlingay, Cambridge. Aug 1. Wilkinson and Co, St Neot's, Hunts

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BROWN, GEORGE, Newcastle upon Tyne. Aug 27. Watson and Denby, Newcastle upon Tyne

CAUDLE, SARAH, Chippenham, Wilts. Sept 1. Phillips and Son, Chippenham

CAUDLE, WILLIAM, Chippenham, Wilts, Yeoman. Sept 1. Phillips and Son, Chippenham

CHAMBERS, GERVASE ADAMS, Derby, Butcher. Aug 26. Sale and Mills, Derby

COATES, EDWARD, Mannamead, Plymouth, Gent. Aug 23. Gidley and Son, Plymouth

COOK, FRANCIS, Thixendale, York. Aug 20. Buttle, Old Jewry

CORDERY, JONATHAN, Stoke Poges, Buckingham, of no occupation. Aug 6 Charsley, Slough

DUNKLEY, GEORGE, Denmark House, Clapham, Gent. Aug 17. Kays and Jones, New inn, Strand

ELKAN, SEMMY, Bedford pl. Sept 1. Lousada and Emanuel, Austin Friars

FOALE, PHILLIPS, Blackawton, Devon. Oct 10. Smith, Dartmouth

FOREMAN, SARAH, Wilberton, Cambridge. Aug 23. Woods, Chancery lane

KNOLLYS, MARY, Old Chorlton, Kent. Aug 30. Cookson and Co, New sq, Lincoln's inn

MOSELEY, TILSON HUMPHREY, Burgess Hill, Sussex, Barrister at Law. Aug 2. Boxall, Brighton

RICHARDS, ABRAHAM EDMUND, America sq, Minories, Gent. Sept 1. Lousada and Emanuel, Austin Friars

SAYLE, MARY, Liscard, Chester. Aug 23. Wright and Co, Liverpool

SHERIDAN, Rev EDWARD, Fordingbridge, Hants. Sept 1. Nodder and Gater, Salisbury

SMITH, JOHN EDWARD, Richmond rd, Hackney, Gent. Sept 1. Shepheard and Sons, Finsbury circus

SMITH, HANNAH KNIGHT, Bradford, York. Sept 20. Gaunt, Bradford

STEVENS, WILLIAM, Coventry, Gent. Sept 29. Twist and Sons, Coventry

WAGSTAFF, JAMES, Pilkington, nr Radcliffe Bridge, Lancaster, Draper. Aug 16 Needham and Co, Manchester

WALKER, HENRIETTE MARIE ERNESTINE, August Thor, Brunswick, Germany. Oct 1. Waltons and Co, Leadenhall st

WATTS, DANIEL, Poulshot, Wilts, Farmer. Aug 16. Spackman, Trowbridge

WILLIAMS, ELIZABETH MARIA, Pengreen, Cornwall. Aug 16. Young and Co, St Mildred's ct, Poultry

[*Gazette*, July 18.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CREWDSON.—July 14, at 13, The Paragon Clifton, Bristol, the wife of Henry Crewdson, solicitor, of a daughter.

HARTSHORNE.—July 17, at Iver, the wife of Bertram Fulke Hartshorne, of 41, Elm-park-gardens, S.W., barrister-at-law, of a son.

READER.—July 28, at Dunraven-house, Albert-bridge-road, S.W., the wife of George Reader, solicitor, of a son.

RICKEARD.—At 7, St. Laurence-road, Plymouth, the wife of W. W. Rickeard, solicitor, of a son.

SCRATTON.—July 4, at 52, Lansdowne-road, W., the wife of Edward J. B. Scratton, barrister-at-law, of a daughter.

MARRIAGES.

GARROD—COLCHESTER.—July 22, at Wherstead, Suffolk, Herbert B. Garrod, barrister-at-law, of 22, Clifton-hill, N.W., to Lucy Florence, daughter of William Colchester, of Springfield, Ipswich.

HEWITT—LIDDON.—July 19, at Bushey, near Watford, Herts, Henry Marmaduke Hewitt, M.A., LL.M., barrister-at-law, of the Inner Temple, to Agnes Helen, child of the late George Liddon, of Clifton, Bristol.

SMYTH—UNDERWOOD.—May 1, at Melbourne, Victoria, Australia, F. L. Stourbridge Smyth, late of Exeter College, Oxford, barrister-at-law, to Alice Charlotte, daughter of Frederick Underwood, of Manly, New South Wales.

DEATHS.

BENHAM.—July 11, at his residence, Baron's Court, Kensington, of Bright's disease, James Erle Benham, F.R.S.L., &c., of the Middle Temple, barrister-at-law, and of St. Mary Hall, Oxford, aged 34. Dearly loved and deeply lamented by his sorrowing relatives and friends.

BINNS.—July 28, at Welbury-drive, Manningham, John William Binns, solicitor, aged 34.

LLOYD.—July 18, at 100, Lancaster-gate, John Horatio Lloyd, barrister-at-law, late of 1, King's Bench-walk, Temple, aged 85.

MASON.—July 24, John Nicholas Mason, of 60, Belsize-park-gardens, South Hampstead, and 32, Gresham-street, E.C.

PHILLIPS.—July 26, Moreton Revell Phillips, of the Middle Temple, barrister-at-law.

WILLIAMS.—July 17, at Nottingham, the Hon. Sir Watkin Williams, Judge of the High Court of Justice, aged 55.

Tenders will be received by the London and County Bank and Messrs. Chasemore, Robinson, & Sons, for £400,000 Croydon Corporation Three and a Half per Cent. Stock. The loan is secured upon the borough and general district rates, as well as upon the revenues of waterworks and other property belonging to the corporation. The minimum price is ninety-seven per cent., and the interest will be paid half-yearly.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, July 25, 1884.

Bell, William Henry, Wakefield, Tobacconist. Wakefield. Pet July 22. Ord July 23. Exam Aug 7

Davis, Caleb, Coventry, Warwickshire, Carriage Builder. Coventry. Pet July 22. Ord July 22. Exam Aug 25 at 3

Eaton, William Henry, Newent, Gloucester, Grocer. Gloucester. Pet July 22. Ord July 22. Exam Aug 26

Edbrooke, Martin Luther, Shirehampton, Gloucestershire, Smith. Bristol. Pet July 21. Ord July 21. Exam Aug 15

Edwards, John, Exeter. Carver. Exeter. Pet July 23. Ord July 23. Exam Aug 7 at 11

Elworthy, Samuel, Torquay, Boot Maker. Exeter. Pet July 10. Ord July 22. Exam Aug 7 at 11

Finch, Colin, Felling, Durham, Joiner. Newcastle-on-Tyne. Pet July 22. Ord July 22. Exam Aug 5

Fox, George Ashton, Lincoln, Ironmonger. Lincoln. Pet July 21. Ord July 21. Exam Aug 18 at 2.30 at Sessions House, Lincoln

Hall, Alexander Lyons, Lyons Court, Ladbroke rd, Holland Park, out of occupation. High Court. Pet July 1. Ord July 23. Exam Aug 28 at 11 at 34, Lincoln's inn fields

Harradine, Henry Ground, Bewdley, Worcester, Chemist. Kidderminster. Pet July 23. Ord July 23. Exam Aug 7 at 3

Haworth, Edward, Blackburn, Lancashire, Saddler, Blackburn. Pet July 22. Ord July 22. Exam Aug 12

Horsfall, John William, New Mill, nr Huddersfield, Dyer. Huddersfield. Pet July 21. Ord July 21. Exam Aug 16 at 10

Hurles, Edward, New Malden, no occupation. Kingston, Surrey. Pet July 21. Ord July 22. Exam Aug 15

Jones, Josiah Henry, Swansea, Hairdresser. Swansea. Pet July 22. Ord July 22. Exam Aug 21

Kay, Alvey, Hutton Rudby, Yorkshire, Joiner. Stockton on Tees and Middlesborough. Pet July 22. Ord July 22. Exam Aug 1 at 3 at County Court, Stockton on Tees

Kite, Henry Thomas, Maria st, Kingsland rd, Carman. High Court. Pet July 23. Ord July 23. Exam Sept 2 at 11.30 at 34, Lincoln's inn fields

Longden, Timothy, Derby, Butcher. Derby. Pet July 21. Ord July 21. Exam Aug 11 at 1

Partington, Samuel, Heywood, Lancashire, Waste Dealer. Bolton. Pet July 22. Ord July 22. Exam Aug 13 at 11

Potter, John, Kentisbeare, Devonshire, Carpenter. Exeter. Pet July 22. Ord July 22. Exam Aug 7 at 11

Shaw, Edward Thomas, Maria st, Kingsland rd, General Carrier. High Court. Pet July 23. Ord July 23. Exam Sept 2 at 11.30 at 34, Lincoln's inn fields

Smith, Samuel, Walsall, Staffordshire, Beer Retailer. Walsall. Pet July 21. Ord July 21. Exam Aug 11 at 11

Sprott, Johnston Bell, Liverpool, Ship Owner. Liverpool. Pet July 21. Ord July 21. Exam July 31 at 11

Stanley, William, Torquay, Dealer in Glass. Exeter. Pet July 21. Ord July 21. Exam Aug 7 at 11

Vogl, Moritz, Holland rd, Brixton, Traveller. High Court. Pet July 22. Ord July 23. Exam Sept 2 at 11.30 at 34, Lincoln's inn fields

Whatmough, Frederick Abraham, Arthington, nr Leeds, Hop Merchant. Leeds. Pet July 2. Ord July 21. Exam July 29 at 11

Willey, Frederick, and Samuel Tebbutt, Liverpool, Cutlers. Liverpool. Pet July 19. Ord July 21. Exam July 31 at 11.30

The Receiving Order made against William Woodall, on the 29th May last, was discharged by order of the Court of Appeal, dated the 27th June.

ORDER FOR ADMINISTRATION IN BANKRUPTCY OF ESTATE OF DECEASED DEBTOR.

Edwards, John, Llansaintffraid, nr Corwen, Merionethshire, Farmer. Wrexham. Pet July 21. Ord July 21. Official Receiver, Chester

NOTICE OF PUBLIC EXAMINATION.

Meadows, Frederick, Goldhurst rd, St John's Wood, Bootmaker. High Court. Exam Aug 7

FIRST MEETINGS.

Bell, William Henry, Wakefield, Yorkshire, Tobacconist. Aug 1 at 3. Official Receiver, Wakefield

Benson, Walter Edward, Withington, Lancashire, Livery Stable Proprietor. Aug 7 at 3. Official Receiver, County chbrs, Market pl, Stockport

Davis, Caleb, Coventry, Warwickshire, Carriage Builder. Aug 6 at 3. Official Receiver, 46, Jordan Well, Coventry

Eaton, William Henry, Newent, Gloucestershire, Grocer. Aug 2 at 3. Official Receiver, 84, Parton st, Gloucester

Edbrooke, Martin Luther, Shirehampton, Gloucestershire, Smith. Aug 1 at 11.45. Official Receiver, Bank chbrs, Bristol

Edwards, John, Exeter, Carver. Aug 8 at 4. Craven Hotel, Craven st, London

Elworthy, Samuel, Torquay, Boot Maker. Aug 5 at 3.30. Grand Hotel, Bristol

Finch, Colin, Felling, Durham, Joiner. Aug 5 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne

Fox, George Ashton, Lincoln, Ironmonger. Aug 13 at 4. Central Sale Rooms, Bank st, Lincoln

Hill, William, Bristol, Fish Salesman. Aug 1 at 11. Official Receiver, Bank chbrs, Bristol

Horsfall, John William, New Mill, nr Huddersfield, Dyer. Aug 2 at 11. Official Receiver, New st, Huddersfield

Jones, George, Sheffield, Hatter. Aug 5 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn

Kay, Alvey, Hutton Rudby, Yorkshire, Joiner. Aug 1 at 11. Official Receiver, 8, Albert rd, Middlesborough

King, Francis, James, Windsor, Corn Merchant. Aug 1 at 12. Official Receiver, 100, Victoria st, Westminster

King, Henry Morgan, Keswick, Cumberland, Innkeeper. Aug 1 at 1. Court house, Cockermouth

Knight, Benjamin, Liverpool, Plumber. Aug 5 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

Longden, Timothy, Derby, Butcher. Aug 1 at 3. Official Receiver, St James's chbrs, Derby

Mathew, James Edward, Eastbourne, Gentleman. Aug 6 at 2.30. 160, North st, Brighton

Partington, Samuel, Heywood, Lancashire, Waste Dealer. Aug 1 at 11. 16, Wood st, Bolton

Potter, John, Kentisbeare, Devonshire, Carpenter. Aug 2 at 11. Official Receiver, 13, Bedford circus, Exeter

Richards, Emily Jane, Sutton Coldfield, out of business. Aug 1 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham

Ridgway, Frederick, St Helens, Lancashire, Car Proprietor. Aug 5 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

Robinson, Edward, New London st, Corn Factor. Aug 5 at 11. 33, Carey st, Lincoln's inn

Smith, Samuel, Walsall, Staffordshire, Beer Retailer. Aug 11 at 2. Official Receiver, Bridge st, Walsall

Stanley, William, Torquay, Dealer in Glass. Aug 6 at 2. Queen's Hotel, Torquay

Tustin, Caroline, Margaret st, Cavendish sq, Perfumer, Spinster. Aug 5 at 2. 33, Carey st, Lincoln's inn

Whatmough, Frederick Abraham, Arthington, nr Leeds, Hop Merchant. Aug 1 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds

Wilson, John, Nottingham, Gilder. Aug 1 at 12. Official Receiver, Exchange walk, Nottingham

Wilson, Philip, Nottingham, Tailor. Aug 1 at 2. Official Receiver, Exchange walk, Nottingham

Yuill, John Clark, Aston juxta Birmingham, Export Merchant. Aug 1 at 3. Official Receiver, Manchester

ADJUDICATIONS.

Andrews, Alfred, Bury St Edmunds, Builder. Bury St Edmunds. Pet June 25. Ord July 23

Bell, William Henry, Wakefield, Tobacconist. Wakefield. Pet July 22. Ord July 23

Callender, Edwin Romaine, Sheffield, Actor. Sheffield. Pet July 2. Ord July 21

Culloden, John Andrew, Leeds, Tinner. Leeds. Pet July 8. Ord July 21

Dawson, Theresa, Leeds, Shopkeeper. Leeds. Pet July 8. Ord July 21

Elworthy, Samuel, Torquay, Bootmaker. Exeter. Pet July 10. Ord July 23

Firth, John, Horbury, nr Wakefield, Shoddy Manufacturer. Wakefield. Pet June 27. Ord July 17

Harradine, Henry Ground, Bewdley, Worcestershire, Chemist. Kidderminster. Pet July 23. Ord July 23

Hill, Thomas Henry William, Dartford, Kent, Stonemason. Rochester. Pet July 8. Ord July 21

Kay, Alvey, Hutton Rudby, Yorkshire. Joiner. Stockton on Tees and Middlesborough. Pet July 22. Ord July 22

Longden, Timothy, Derby, Butcher. Derby. Pet July 21. Ord July 21

Potter, John, Kentisbeare, Devonshire, Carpenter. Exeter. Pet July 22. Ord July 23

Reeves, Peter, Upholland, Lancashire, Brewer. Bolton. Pet June 21. Ord July 23

Sanderson, William, Sheffield, Grocer. Sheffield. Pet July 7. Ord July 22

Shirley, Arthur George Sewallis, address unknown, Clerk in Holy Orders. High Court. Pet June 5. Ord July 17

Smith, Samuel, Walsall, Staffordshire, Beer Retailer. Walsall. Pet July 21. Ord July 23

Thomas, Edwin, Pembroke, Auctioneer. Pembroke Dock. Pet July 7. Ord July 23

Watts, John, Chertsey, Surrey, Ironmonger. Kingston, Surrey. Pet May 29. Ord July 21

Wheeler, John James, Leytonstone, Essex, Builder. High Court. Under section 103. Ord July 15

RECEIVING ORDERS.

TUESDAY, July 29, 1884.

Aston, James, and Samuel Isaiah James Phillips, Birmingham, Show Cas Makers. Birmingham. Pet July 24. Ord July 24. Exam Aug 7

Bell, Joshua Henry, Cullercoats, Northumberland, Commission Agent, Newcastle-on-Tyne. Pet July 25. Ord July 25. Exam Aug 7
Benson, Alfred John, Preston, Milliner. Preston. Pet July 9. Ord July 25. Exam Aug 22
Bicknell, George, Taunton, Baker. Taunton. Pet July 24. Ord July 24. Exam Aug 12 at 2.30
Coats, William, and George Coxon Coats, North Shields, Auctioneers. Newcastle on Tyne. Pet July 25. Ord July 26. Exam Aug 7
Davies, John Sayes, Liverpool, Master Mariner. Liverpool. Pet July 1. Ord July 25. Exam Aug 7 at 11.30
Duncan, Nathan, and Henry Watmough, Kingston upon Hull, Ale Merchants. Kingston on Hull. Pet July 24. Ord July 24. Exam Aug 11 at 11 at Court House, Townhall, Hull
Fletcher, Humphrey Sanderson, Stockton on Tees, Cellarman. Stockton on Tees and Middlesborough. Pet July 26. Ord July 26. Exam Aug 8 at 11 at County Court, Stockton on Tees
Geller, Frederick, North Woolwich, Butcher. Greenwich. Pet July 25. Ord July 25. Exam Aug 15 at 2
Giblett, Robert, Liddington, Wiltshire, Farmer. Swindon. Pet July 26. Ord July 26. Exam Aug 18 at 12
Gledhill, Joseph, Lockwood, nr Huddersfield, Carrier. Huddersfield. Pet July 24. Ord July 24. Exam Aug 15 at 10
Hammond, John Edgar Knott, Falcon ter, Clapham Junction, Commission Agent. Wandsworth. Pet June 27. Ord July 22. Exam Aug 7
Hardy, Edmund Pearmeth, Newcastle on Tyne, Carver. Newcastle on Tyne. Pet July 26. Ord July 26. Exam Aug 7
Hegarty, Edward, Batley, Yorkshire, Grocer. Dewsbury. Pet July 24. Ord July 24. Exam Aug 19
Herridge, Stephen George, Stamford hill, Draper. High Court. Pet July 23. Ord July 26. Exam Sept 2 at 11.30 at 34, Lincoln's inn fields
Hull, Mark, Shirland rd, Paddington, Builder. High Court. Pet Mar 21. Ord July 23. Exam Sept 2 at 11.30 at 34, Lincoln's inn fields
Kearsey, Joseph, jun, Eynsham, Oxfordshire, Butcher. Oxford. Pet July 14. Ord July 25. Exam Aug 14 at 12.30
Liddiatt, Joseph, Cologne rd, Wandsworth, Builder. Wandsworth. Pet July 8. Ord July 25. Exam Aug 14
Moon, Edmund Tucker, Down St Mary, Devonshire, Farmer. Exeter. Pet July 11. Ord July 25. Exam Aug 19 at 11
Newton, James Coope, Chesterfield, Derbyshire, Rope Maker. Chesterfield. Pet July 22. Ord July 24. Exam Oct 8
Owen, John, Shepperton rd, Islington, Grocer. High Court. Pet July 26. Ord July 26. Exam Sept 2 at 11.30 at 34, Lincoln's inn fields
Parkes, William, Tettenhall, near Wolverhampton, Shipbroker and Farmer. Wolverhampton. Pet July 24. Ord July 24. Exam Aug 12
Quarmby, Joseph, Brigg, Lincolnshire, Millwright. Great Grimsby. Pet July 25. Ord July 25. Exam Aug 22 at 11 at Townhall, Great Grimsby
Robbins, William Morgan, Ilfracombe, Architect. Barnstaple. Pet May 17. Ord July 16. Exam Aug 11 at 11 at the Bridge hall, Barnstaple
Roper, Leopold Charles, Lewisham, Decorator. Greenwich. Pet June 23. Ord July 25. Exam Aug 15 at 2
Skeens, George Frederick, Cardiff, Bootmaker. Cardiff. Pet July 14. Ord July 24. Exam Aug 14 at 2
Smith, William, Peterborough, Northamptonshire, Brewer's Carter. Peterborough. Pet July 26. Ord July 26. Exam Aug 8 at 12.30
Solomon, Daniel, High st, Camden Town, Tailor. High Court. Pet July 24. Ord July 24. Exam Sept 2 at 11.30 at 34, Lincoln's inn fields

FIRST MEETINGS.

Aston, James, and Samuel Isaiah James Phillips, Birmingham, Show Case Makers. Aug 6 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Bell, Joshua Henry, Cullercoats, Northumberland, Commission Agent. Aug 8 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Bicknell, George, Taunton, Baker. Aug 7 at 11.30. Official Receiver, 9, Middle st Taunton
Bogle, Andrew Hugh, Slough, Buckinghamshire, Retired Major-General. Aug 6 at 12. Official Receiver, 109, Victoria st, Westminster
Brooks, Arthur, Brussels, Retired Captain. Aug 8 at 11. Bankruptcy bldgs, Portugal st
Coats, William, and George Coxon Coats, North Shields, Auctioneers. Aug 9 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Constantine, William, Birkenhead, Cheshire, Draper. Aug 6 at 2. Official Receiver, 48, Hamilton sq, Birkenhead
Cudworth, William, and John Robert Cudworth, Ossett, Yorkshire, Worsted Spinners. Aug 6 at 11. Dewsbury County Court District Incorporated Law Society, Bond st, Dewsbury
Duncan, Nathan, and Henry Watmough, Kingston upon Hull, Ale Merchants. Aug 7 at 11. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Ebbs, Margaret, Northwick ter, Maida Hill, Builder. Aug 5 at 2. Bankruptcy bldgs, Portugal st
Furness, William, Manchester, Auctioneer. Aug 6 at 2.30. Court house, Encombe pl, Salford, Manchester
Gaskell, John, and George Gaskell Exton, Queen Victoria st, Engineers. Aug 12 at 11. Bankruptcy bldgs, Portugal st
Gledhill, Joseph, Lockwood, nr Huddersfield, Carrier. Aug 7 at 3. Official Receiver, New st, Huddersfield
Godolphin, Harry Luxton, St James' rd, Holloway, House Agent. Aug 8 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn
Goggs, Lizzie Holmes, Oxford st, Wife of James Goggs. Aug 7 at 11. Bankruptcy bldgs, Portugal st
Gorrum, George Walter, Lewisham, Builder. Aug 7 at 2.30. Official Receiver, 109, Victoria st, Westminster
Hammond, Horatio Henry, address unknown, Draper. Aug 7 at 2. Bankruptcy bldgs, Portugal st
Hardy, Edmund Pearmeth, Newcastle on Tyne, Carver. Aug 8 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Harradine, Henry Ground, Bewdley, Worcestershire, Chemist. Aug 7 at 2. Messrs. Miller and J. J. Corbett, Kidderminster
Haworth, Edward, Blackburn, Lancashire, Saddler. Aug 5 at 11. County Court, Blackburn
Hegarty, Edward, Batley, Yorkshire, Grocer. Aug 7 at 3. Official Receiver, Bank chbrs, Batley
Hill, William Henry Rowse, and Henry Hill, Llanishen, Glamorganshire, Contractors for Public Works. Aug 7 at 2.30. Official Receiver, 2, Bute crescent, Cardiff
Hirsch, Frederick William Richard, and Hermann Spindler, Milton st, Merchants. Aug 8 at 2. Bankruptcy bldgs, Portugal st
Hurles, Edward, New Malden, Surrey, no occupation. Aug 5 at 11. 28 and 29, St Swithin's lane
Irwin, John, Coleshill st, Pimlico, late an Officer in 88th Regiment. Aug 11 at 11. Bankruptcy bldgs, Portugal st
Jones, Josiah Henry, Swansea, Glamorganshire, Hairdresser. Aug 5 at 11. Official Receiver, 6, Rutland st, Swansea
Miller, Henry Edward, Grafton st, a Member of the Grafton Club. Aug 5 at 3. 33, Carey st
Moon, Edmund Tucker, Bow, Devonshire, Farmer. Aug 7 at 11. The Castle of Exeter
Newton, James Coope, Chesterfield, Derbyshire, Rope Maker. Aug 6 at 10.45. Angel Hotel, Chesterfield
Packer, William, Cardiff, Grocer. Aug 6 at 12. Grand Hotel, Brist
Parkes, William, Tettenhall, nr Wolverhampton, Shipbroker. Aug 12 at 10.30. Official Receiver, St Peter's close, Wolverhampton
Quarmby, Joseph, Brigg, Lincolnshire, Millwright. Aug 8 at 11. Angel Hotel, Brigg
Ramsey, George Charles, Castle st, Falcon sq, Belt Manufacturer. Aug 11 at 11. Bankruptcy bldgs, Portugal st
Singleton, Charles, St Swithin's lane, Cigarette Merchant. Aug 8 at 11. 33, Carey st
Stear, Nicholas Woodley, Cullum st, Carpenter. Aug 7 at 11. 33, Carey st
Sutton, James Gould, Manchester, Grocer. Aug 6 at 3. Court-house, Encombe pl, Salford, Manchester
Vogl, Moritz, Holland rd, Brixton, Traveller. Aug 11 at 1. 33, Carey st
Wain, Julie Felicia, Brook st, Hanover sq, Widow, Embroideress. Aug 7 at 2. 33, Carey st

ADJUDICATIONS.

Bell, Joshua Henry, Cullercoats, Northumberland, Commission Agent. Newcastle on Tyne. Pet July 25. Ord July 26
Bennion, Robert, Tue Brook, nr Liverpool, Estate Agent. Liverpool. Pet July 2. Ord July 24
Benson, Alfred John, Preston, Milliner. Preston. Pet July 9. Ord July 26
Brettell, John Orme, and Charles Edward Brettell, Worcester, Manufacturing Engineers. Worcester. Pet June 20. Ord July 23
Buckley, James, Castleton, nr Rochdale, Farmer. Oldham. Pet July 3. Ord July 26
Carroll, John, and Thomas Carroll, Middletown, nr Monaghan, co Armagh, Provision Dealers. Liverpool. Pet June 26. Ord July 25
Coats, William, and George Coxon Coates, North Shields, Auctioneers. Newcastle on Tyne. Pet July 25. Ord July 26
Eaton, William Henry, Newent, Gloucestershire, Grocer. Gloucester. Pet July 22. Ord July 25
Edwards, John, Exeter, Carver. Exeter. Pet July 23. Ord July 26
Fletcher, Humphrey Sanderson, Stockton on Tees, Cellarman. Stockton on Tees and Middlesborough. Pet July 26. Ord July 26
Gregory, George, Rhyl, Flintshire, Painter. Bangor. Pet July 9. Ord July 26
Hayes, John Thomas, Castle st, Holborn, Book Edge Gilder. High Court. Pet March 25. Ord July 26
Hegarty, Edward, Batley, Yorkshire, Grocer. Dewsbury. Pet July 24. Ord July 25
Hill, William, Bristol, Fish Salesman. Bristol. Pet July 19. Ord July 24
Hitchin, John, Nottingham, Licensed Victualler. Nottingham. Pet July 23. Ord July 7
Horsfall, John William, New Mill, nr Huddersfield, Dyer. Huddersfield. Pet July 21. Ord July 23.
Howard, William Nicholas, Bury St Edmunds, Farmer. Bury St Edmunds. Pet July 9. Ord July 26
Jones, David, Malvern Wells, Worcestershire, Ironmonger. Worcester. Pet July 19. Ord July 24
King, Joseph, Drummond st, Euston sq, Fishmonger. High Court. Pet June 27. Ord July 26
Miles, James Frederick, Portslade, Sussex, Builder. Brighton. Pet July 8. Ord July 24
Moon, Edmund Tucker, Bow, Devonshire, Farmer. Exeter. Pet July 11. Ord July 25
Newton, James Coope, Chesterfield, Derbyshire, Rope Maker. Chesterfield. Pet July 22. Ord July 24
Smith, John, Chapter st, Westminster, Bootmaker. High Court. Pet July 8. Ord July 26
Webster, Simeon, and Charles Brown Webster, Leeds, Grocer. Leeds. Pet June 27. Ord July 23
Smith, William, Peterborough, Northamptonshire, Brewer's Carter. Peterborough. Pet July 26. Ord July 26
Whatmough, Frederick Abraham, Arthington, nr Leeds, Hop Merchant. Leeds. Pet July 2. Ord July 23
Wheatley, Thomas John, Nottingham, Boot Maker. Nottingham. Pet June 24. Ord July 23
Yates, Alfred C., Custom House, Lower Thames st, Refreshment Contractor. High Court. Pet June 12. Ord July 23

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